

WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101

GRAPEVINE WASH LOCAL DISTRICT
GRAPEVINE WASH ASSESSMENT AREA NO. 1

DESIGNATION RESOLUTION

DATED AS OF June 25, 2024

DESIGNATION RESOLUTION

WHEREAS, the Board of Trustees (the “Board”) of the Grapevine Wash Local District (the “District”), adopted Resolution No. 2024-__ on June 25, 2024, pursuant to which the Board authorized and approved the form of this Designation Resolution; and

BE IT RESOLVED by the Board of Trustees of the Grapevine Wash Local District, as follows:

Section 1. The Board hereby determines that it will be in the best interest of the District to designate an area to finance the costs of publicly owned infrastructure, facilities or systems more specifically described in Section 4 herein, along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner (collectively, the “Improvements”). The Board hereby determines that it is in the best interest of the District to levy assessments against properties benefited by the Improvements to finance the costs of said Improvements. The Board hereby finds that pursuant to the Act, the Improvements constitute a publicly owned infrastructure, facility or system that (i) the District is authorized to provide or (ii) is necessary or convenient to enable the District to provide a service that the District is authorized to provide.

Section 2. Pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended and the Special District Act, Title 17B, Chapter 1, including Part 14 of the Utah Code Annotated 1953, as amended (together, the “Act”), the owners (the “Owners”) of all properties to be assessed within the designated assessment area have voluntarily waived, among other things, all notice and hearing requirements, the right to contest or protest, and the right to have a board of equalization appointed as set forth in the Act, and have consented to (a) the levy of an assessment against their property for the benefits to be received from the Improvements, (b) the designation of the assessment area as herein described, (c) the financing of the Improvements by the District through the issuance of assessment bonds, including the payment of installments over a period of not to exceed 30 years, (d) the acquisition and/or construction of the Improvements, and (e) the method and estimated amount of assessment as set forth herein in accordance with the Acknowledgment, Waiver and Consent Agreement attached hereto as Exhibit A. The properties to be assessed are identified by legal description in Exhibit B attached hereto.

Section 3. The District hereby designates an assessment area which shall be known as the “Grapevine Wash Assessment Area No. 1” (the “Assessment Area”). A map and depiction of the Assessment Area is attached hereto as Exhibit C. The District received an appraisal of the unimproved property (from an appraiser who is a member of the Appraisal Institute) and addressed to the District verifying that the market value of the property, after completion of the Improvements, is at least three times the amount of the assessments proposed to be levied against the unimproved property.

Section 4. The Improvements shall be generally located in and around the map and depiction area within the “Certificate of Project Engineer,” attached hereto as Exhibit D. The District plans to finance the costs of publicly owned infrastructure, facilities or systems as part of an approximately 345-acre residential and commercial development (the “Development”). The

District plans to issue Limited Tax General Obligation Bonds (the “Limited Tax Bonds”) and obtain other forms of financing to finance a portion of the improvements within the Development and levy the assessments to finance the remainder of the Improvements within the Development. The District may elect in the future to issue more Limited Tax Bonds and accordingly reduce the assessments to finance the Improvements. The Improvements are more particularly described as follows:

the acquisition, construction, and operation of parks or recreation facilities or services; the acquisition, construction, and operation of a system, or one or more components of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of water, including storm, flood, sewage, irrigation, and culinary water the construction and maintenance of rights-of-way, for curb, gutter, sidewalk, street, road, water, sewage, storm drain, electricity, communications, and /or natural gas improvements within the District, together with necessary facilities, appurtenances, and equipment, therefore.

As further engineering, costs, efficiencies, or any other issues present themselves, the District hereby reserves the right to approve reasonable changes to the allocation of expenditures described above and the location and specifications of the Improvements (but not to the Improvements) without obtaining the consent of the property owners within the Assessment Area.

Section 5. Pursuant to the Act, the Board has determined to levy assessments to pay the cost of the Improvements. The assessments are assessed against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act (and in any event the Owners have consented to such manner without reservation) and shall be payable in annual installments as set forth in the Assessment Ordinance. The District has determined that the reasonable useful life of the Improvements is at least fifty (50) years and that it is in the District and the Owners’ best interest for certain property owner installments to be paid for over up to thirty (30) years.

Section 6. The total acquisition and/or construction cost of the Improvements, including estimated overhead costs, administrative costs, costs of funding reserves, and debt issuance costs, is estimated at \$69,714,027 of which \$55,333,000 is anticipated to be paid by assessments to be levied against the properties within the Assessment Area to be benefited by such Improvements, which benefits need not actually increase the fair market value of the properties to be assessed. The District expects to finance a portion of the cost of the Improvements by issuing assessment bonds (the “Bonds”). The District currently estimates selling the Bonds at a true interest cost interest rate of approximately 6.750% per annum, maturing within thirty (30) years of their date of issuance. Inasmuch as bonds have not been issued, the District notes that the interest rate and annual payment are only as estimated and not a cap or maximum amount. It is anticipated that the reserve fund will be initially funded with proceeds of the Bonds. The estimated cost of Improvements to be assessed against the benefited properties within the Assessment Area will initially be assessed as follows: (a) for the residential areas and related properties (the “Residential Zone”), pursuant to an equivalent residential unit (“ERU”) methodology (the “ERU Methodology”) and (b) for the commercial areas and related properties (the “Commercial Zone” and together with the Residential Zone, each an “Assessment Zone” and collectively, the

“Assessment Zones”), on a per acre methodology (the “Acreage Methodology”), each as further described below:

Residential Zone

<u>Assessment</u>	<u>Assessment Methodology</u>	<u>Total ERUs</u>	<u>Assessment Per ERU</u>
\$49,945,400	ERU Methodology	829.14	\$60,237.76

Commercial Zone

<u>Assessment</u>	<u>Assessment Methodology</u>	<u>Total Acres</u>	<u>Assessment Per Acre</u>
\$5,387,600	Acreage Methodology	35.0	\$153,931.43

Section 7. As set forth in the Assessment Ordinance, the assessment methodology may, under certain circumstances, be altered in the future.

Section 8. The Board intends to levy assessments as provided in the Act on all parcels and lots of real property within the Assessment Area to be benefited by the Improvements, and the Owners of which have executed the Acknowledgment, Waiver and Consent Agreement described in Section 2 herein. The purpose of the assessment and levy is to finance the cost of the Improvements, which the District will not assume or pay. The existing planning and zoning conditions of the District shall govern the development in the Assessment Area.

The Owners have waived the right to prepay the assessment without interest within twenty-five (25) days after the ordinance levying the assessments becomes effective. A property owner may prepay the assessment as provided in the Assessment Ordinance. The assessments shall be levied against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act, and in any case, the Owners have consented to such methodology as provided in Section 11-42-409(5) of the Act. Other payment provisions and enforcement remedies shall be in accordance with the Act.

A map of the Assessment Area and the location of the Improvements and other related information are on file in the office of the Clerk/Secretary who will make such information available to all interested persons.

Section 9. The District will collect the Assessments by directly billing each property owner rather than inclusion on a property tax notice.

Section 10. A professional engineer has prepared a “Certificate of Project Engineer,” attached hereto as Exhibit D, which, among other things, identifies the Improvements to be constructed and installed and is available upon request from the District. The findings and determinations set forth in this Resolution are based, in part, upon said Certificate of Project Engineer.

Section 11. The provisions of the Assessment Ordinance shall govern the levy, payment and applicable provisions regarding the assessments notwithstanding anything contained herein to the contrary. As required by Section 11-42-206(3) of the Act, within fifteen (15) days of the

completion of this Resolution, the Clerk/Secretary shall (i) record an original or certified copy of this designation resolution with Washington County and (ii) where applicable, file with the Washington County Recorder a notice of proposed assessment.

Section 12. If the Bonds have not been issued by September 30, 2024 (the “Closing Deadline”), the Board hereby instructs the District to record a notice within fourteen (14) days following the Closing Deadline, releasing the properties to be assessed from the lien of the assessments. Notwithstanding the foregoing, the Closing Deadline may be extended or waived by written consent of the Owners.

Dated as of June 25, 2024.

GRAPEVINE WASH LOCAL DISTRICT

By: _____
Chair, Board of Trustees

ATTEST:

By: 
Clerk/Secretary

S-1
DESIGNATION RESOLUTION

FFF1F834-66FE-43A5-B041-FBA8D66E9696 --- 2024/07/02 13:01:14 -7:00 --- Remote Notary



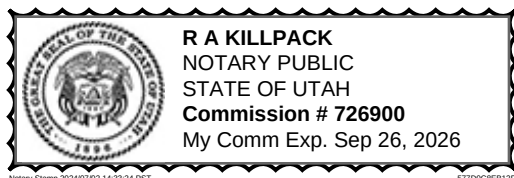
STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____,
by Jon Richter, the Chair of the Board of Trustees of the Grapevine Wash Local District
(the "District"), who represented and acknowledged that s/he signed the same for and on behalf
of the District.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 07/02/2024,
by Michael Jensen, the Clerk/Secretary of the Grapevine Wash Local District (the
"District"), who represented and acknowledged that s/he signed the same for and on behalf of
the District.




Signed on 2024/07/02 13:33:24 -7:00

NOTARY PUBLIC

Notarial act performed by audio-visual communication



Dated as of June 25, 2024.

GRAPEVINE WASH LOCAL DISTRICT

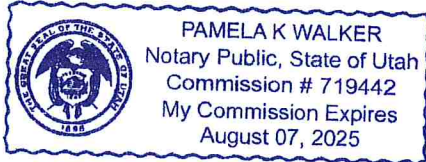
By: 
Executive Director

ATTEST:

By: _____
Clerk/Secretary

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this July 2, 2024, by Paul Morris the Executive Director of the Board of Trustees of the Grapevine Wash Local District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.



Pamela K Walker
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____, 2024, by _____, the Clerk/Secretary of the Grapevine Wash Local District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.

NOTARY PUBLIC

EXHIBIT A

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

EXHIBIT B

LEGAL DESCRIPTION AND TAX ID NUMBERS OF PROPERTIES TO BE ASSESSED

Assessment Method and Amount*

Residential Zone

Assessment Methodology	ERU Methodology
Total Assessment	\$49,945,400
Total ERUs	829.14
Assessment Per ERU	\$60,237.76

Future Lot Type	Quantity	Assessment	ERUs Per Lot	Total ERUs	Total Assessment
		Per Lot			
R-M-7	186	\$81,923.35	1.36	252.96	\$15,237,744
R-1-10	399	\$60,237.76	1.00	458.00	\$27,588,893
R-1-20	60	\$70,946.69	1.18	77.73	\$4,682,482
R-1-1	<u>26</u>	\$93,703.18	1.56	<u>40.44</u>	<u>\$2,436,283</u>
Total	671			829.14	\$49,945,400

Commercial Zone

Parcel ID Nos.	Assessment	Total Acres	Assessment Per	Total
	Methodology		Acre	Assessment
L-3285-GW	Acreage Methodology	14.7	\$153,931.43	\$2,262,792
L-3286-GW	Acreage Methodology	<u>20.3</u>	\$153,931.43	<u>\$3,124,808</u>
Total		35.0		\$5,387,600

* Figures have been rounded, may not sum due to rounding.

Parcel Identification No.	Owner Entity	Assessment Zone
L-3179-A-3-B-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-D-2-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-F-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-G-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3284-B-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3284-A-1-GW	Grapevine Development, LLC	Residential Zone
L-3281-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3289-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3285-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3286-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3287-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3281-A	Grapevine Development, LLC	Residential Zone

ACKNOWLEDGMENT, WAIVER, AND CONSENT AGREEMENT

This Acknowledgment, Waiver, and Consent Agreement (this “Agreement”) is entered into and binding on each Owner on the date the Owner signs it and becomes effective when the last Owner signs (the “Effective Date”). The “Owner(s)” are Grapevine Development, LLC, a Utah limited liability company (“Grapevine Development”), MISI Investments LLC, a Utah limited liability company and Kenneth & Donlee Simkins Trust, Tuscan Lenders Group, LLC, a Utah limited liability company; and, Jon Michael Richter and Matthew Crowe, individuals. Grapevine Development owns or has a contractual interest in the Subject Property and will become and Owner and has also provided the information, described below, on which the Owners are relying when signing this Agreement and therefore is a signatory to this Agreement.

R E C I T A L S:

1. As of the date each Owner signs, such Owner owns the real property described in Exhibit A attached hereto (the “Subject Property”), which constitutes all of the property to be assessed within the Assessment Area described herein. On or before the date the Assessment Bonds (defined herein) are issued, Grapevine Development will be the owner of all of the property to be assessed in the Assessment Area.

2. The Owners desire that the Grapevine Wash Basic Local District (the “District”) designate an assessment area pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), and issue assessment bonds (“Assessment Bonds”) and other bonds for purposes of constructing qualifying infrastructure, facilities, or systems along with other necessary miscellaneous improvements (the “Improvements”), as more fully described in the Assessment Ordinance (defined herein). The estimated costs of the Improvements and the beneficial allocation of cost to the properties and future lots, as described herein, have been provided by an engineer retained by Grapevine Development, and Grapevine Development is solely responsible for the estimates and allocation and the Owners are solely relying on Grapevine Development’s estimates and allocation and have not done any independent research.

3. The estimated costs for the Improvements provided by an engineer retained by Grapevine Development is \$69,714,027 of which \$55,333,000 is anticipated to be financed by the Assessment Bonds. The amount to be levied against the properties benefited by the Improvements within the Assessment Area is estimated by Grapevine Development at \$55,333,000, representing the estimated cost of the Improvements attributable from the Assessment Bond, overhead costs, administrative costs, costs of funding reserves and capitalized interest, and debt issuance costs. The Assessment Bonds will be repaid from assessments levied under the Assessment Ordinance against properties benefited by the Improvements within the Assessment Area (the “Assessments”). The District is anticipated to issue limited tax bonds to complete the remainder of the Improvements. After the Assessment Bonds are issued and subject to Section 5, if the Assessments and additional funding are not sufficient to complete the Improvements, Grapevine Development, as the Owner of the Subject Property hereby agree to pay to complete the Improvements, including, but not limited to, an additional assessment on the Subject Property without any ability to contest such assessment.

4. The cost of the Improvements includes land acquisition costs of not less than \$15,000,000 for the District to purchase certain land from Grapevine Development, as the future owner of all of the Subject Property, including rights-of-way for roads, utilities, and recreation (“Land Acquisition Price”). Grapevine has agreed that the sales proceeds from the Land Acquisition Price shall be paid directly to GT Title Services, Inc. to be used, as provided in Section 5 herein. In the event that the Assessment Bonds are not issued, and, therefore, the proceeds from the ROW Land Purchase are not paid directly to GT Title Agency as contemplated in this Agreement, by September 30, 2024 (the “Closing Deadline”), the Owners shall cause the District to take all necessary action to remove the Assessments as soon as possible. In such an event, the acknowledgements, waivers, and consents delivered by the Owners pursuant to this Agreement shall be withdrawn, and the Owners shall have no further obligation or financial liability pursuant to this Agreement. Notwithstanding the foregoing, the Closing Deadline may be extended or waived by written consent of the Owners.

5. Pursuant to the Act, the Board of Trustees of the District (the “Board”) has or is expected to approve (i) a Designation Resolution, a copy of which is attached hereto as Exhibit B (the “Designation Resolution”) designating an assessment area to be known as the “Grapevine Wash Assessment Area No. 1” (the “Assessment Area”) and (ii) an Assessment Ordinance for the Assessment Area (the “Assessment Ordinance”), a copy of which is attached hereto as Exhibit C, which, among other things, contemplates the reallocation and adjustment of the Assessments by the District among subdivided parcels within the Assessment Area.

6. Grapevine Development desires to annex Parcel No. L-3281-A (the “Annexation Parcel”) into the District and include the Annexation Parcel in the Assessment Area and to expedite such process by waiving certain statutory procedures as permitted by the Act for the purpose of accelerating the financing of the Improvements.

7. The Owners hereby acknowledges the annexation of the Annexation Parcel into the District (the “Annexation”) by means of a petition executed by Grapevine Development and via resolution 2024-03 adopted by the Board on the date hereof, and the inclusion of the Annexation Parcel in the Assessment Area pursuant to the Designation Resolution and the Assessment Ordinance, and hereby waives any right to contest such Annexation, including, but not limited to, any defects or incomplete administrative steps to complete such Annexation. Furthermore, the Owners hereby agree to cooperate with any additional consents or documentation reasonably required to affirm the Annexation.

8. Subject to Section 5, the Owners and the District desire to include the Subject Property in the Assessment Area and to expedite such process by waiving certain statutory procedures as permitted by the Act for the purpose of accelerating the financing of the Improvements.

NOW, THEREFORE, in consideration of the premises stated herein, the inclusion of the Subject Property in the Assessment Area, the acquisition, construction and installation of the Improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

Section 1. Representations and Warranties of the Owners. The Owners hereby represent and warrant that:

(a) the Owners are the sole owners of the Subject Property identified as such in Exhibit A attached hereto;

(b) the Owners have taken all action necessary to execute and deliver this Agreement;

(c) the execution and delivery of this Agreement by the Owners does not conflict with, violate, or constitute on the part of the Owners a breach or violation of any of the terms and provisions of, or constitute a default under (i) any existing constitution, law, or administrative rule or regulation, decree, order, or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement, or other instrument to which the Owners are a party or by which the Owners are or may be bound or to which any of the property or assets of the Owners are or may be subject; or (iii) the creation and governing instruments of the Owners, if applicable;

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity by or before any court or public board or body and to which the Owners are a party, or threatened against the Owners (i) seeking to restrain or enjoin the levy or collection of the Assessments, (ii) contesting or affecting the establishment or existence, of the Owners or any of their respective officers or employees, their assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Owners, including their respective power to develop the Subject Property, or (iii) wherein an unfavorable decision, ruling, or finding would adversely affect the validity or enforceability or the execution and delivery by the Owners of this Agreement;

(e) the Owners have not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Owners have not indicated their consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver, or any trustee;

(f) the Owners are not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Owners are subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the development of the Subject Property;

(g) the Owners are in compliance and will comply in all material respects with all provisions of applicable law relating to the development of the Subject Property, including applying for all necessary permits;

(h) the Owners hereby consent in all respects to the Improvements and assessment methodology as described in the Designation Resolution and Assessment Ordinance, including as provided in the Act;

(i) each entity comprising the Owners are an affiliate (within the meaning of the Assessment Ordinance) with respect to each other entity comprising the Owners; and

(j) the undersigned are authorized to execute and deliver this Agreement for and on behalf of the Owners.

Section 2. Acknowledgment by the Owners. The Owners on behalf of themselves, and their successors in title and assigns, hereby acknowledge and certify that:

(a) the undersigned, on behalf of the Owners, are duly qualified representatives of the Owners with the power and authority to execute this Agreement for and on behalf of the Owners and have heretofore consulted their own counsel prior to the execution and delivery of this Agreement;

(b) the Owners have received a copy of the Designation Resolution, the Assessment Ordinance, and any other information necessary to execute this Agreement;

(c) the consents set forth in Section 3 herein will benefit the Owners by expediting the assessment process and providing for the financing of the Improvements by the issuance of assessment bonds;

(d) the Assessments constitute a legal, valid, and binding lien on the Subject Property;

(e) the Assessment Ordinance and the rights of the District thereunder with respect to the enforcement of the lien of the Assessments and all other conditions therein are binding;

(f) the Owners have relied on Grapevine Development and Grapevine Development has provided the pertinent information to the District supporting the estimated cost of the Improvements, the allocation of Equivalent Residential Units (“ERUs”) for the Residential Zone and acreage for the Commercial Zone in the Assessment Area, the property descriptions and tax parcel identifications of the Subject Property and the Assessment Area and the assessment list, each as included within or attached to the Assessment Ordinance, as applicable, and the District is relying on this Agreement in order to issue its Assessment Bonds related to the Improvements;

(g) the levy of the Assessments on the Subject Property will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Owners are a party or to which their property or assets are subject;

(h) Grapevine Development further acknowledge and agree that if for any reason the Assessments are insufficient to complete the Improvements, Grapevine Development shall be responsible for paying any pro-rata share of additional costs required to complete the Improvements, including, but not limited to, an additional assessment on their property without any ability to contest such assessment;

(i) the District cannot guaranty or predict the interest rates of the assessment bonds related to the Assessment Area, which will have a direct impact on the amount of the Assessments;

(j) each parcel of property (including subdivided parcels, if applicable) within the Assessment Area shall initially have an Assessment allocated for (A) the Residential Zone by the ERU Methodology and (B) the Commercial Zone by the Acreage Methodology, each as defined and further described in the Assessment Ordinance;

(k) in reliance on Grapevine Development, the amount of the Assessment on the Subject Property reflects an equitable portion of the benefit the Subject Property will receive from the Improvements, but nevertheless, the Owners hereby consent to such Assessment as provided in Section 11-42-409(5) of the Act and acknowledges that such Assessments will be levied on the Annexation Parcel upon completion of the Annexation; and

(l) the Annexation has been authorized and approved by the Board, but the certificate of annexation has not been received from the Utah Lt. Governor's office; nevertheless, the Owners enter into this Agreement and waives any defects or errors in connection with the annexation process; and

(m) the Owners have received consents to the Assessment and issuance of the assessment bonds described herein from all lienholders on the Subject Property whose consent is required, if any.

Section 3. Consent by Owners. The Owners, on behalf of themselves, and their successors in title and assigns, hereby consent to:

(a) the inclusion of the Subject Property in the Assessment Area and the designation of the Assessment Area for the purpose of financing the cost of the Improvements with assessments to be levied against properties within said Assessment Area, including the Subject Property, all as described in the Designation Resolution, the estimated costs of the Improvements, the method of assessment, and the Assessment Ordinance;

(b) the District financing the acquisition, construction, and installation of the Improvements through the issuance of the Assessment Bonds as provided in the Act;

(c) the allocation of Assessments as described in Exhibit A hereto and as further described in the Assessment Ordinance, including the number of ERUs attributable to each unit type within the Residential Zone and acreage for the Commercial Zone, and the levy of the Assessments on the Annexation Parcel upon completion of the Annexation;

(d) aggregation of all Assessments of all properties owned by the same owner (including an affiliate of such owner) as a single unified assessment against all properties owned by the same owner, as further described in the Assessment Ordinance;

(e) all foreclosure remedies of the Subject Property in accordance with the Act and the Assessment Ordinance;

(f) not suing or enjoining the levy, collection, or enforcement of the Assessment levied pursuant to the Assessment Ordinance or in any manner attacking or questioning the legality of said Assessment levied within the Assessment Area pursuant to the Assessment Ordinance;

(g) the District designating certain officers, including the Chair, Vice Chair, or Executive Director the authority to approve the Designation Resolution and the Assessment Ordinance, and any changes with respect thereto, except for changes that would modify Section 5, from the forms which were before the Board at the time of adoption of the Authorizing Resolution; and

(h) the District imposing assessments to be paid in installments over a period of not to exceed thirty (30) years from the effective date of an assessment resolution.

Section 4. Waiver. The Owners, on behalf of themselves, and their successors in title and assigns, hereby waive:

(a) any and all notice and hearing requirements set forth in the Act;

(b) its rights for contesting, protesting, or challenging the legality or validity of the equitability or fairness of the Assessments, or the creation and establishing of the Assessment Area, the adopting of the Assessment Ordinance or the levy and collection of Assessments pursuant to the Assessment Ordinance, whether by notice to the District or by judicial proceedings, or by any other means, or the Annexation of the Annexation Parcel into the District;

(c) the right to have appointed by the District a board of equalization and review which would hear aggrieved property owners and recommend adjustments in assessments, if deemed appropriate, the right to a hearing before a board of equalization and review and the right to appeal from any determination of a board of equalization and review as provided in the Act;

(d) the right to pay cash for its assessment during a cash prepayment period which would otherwise extend for twenty-five (25) days after the adoption and publication of the Assessment Ordinance as provided in the Act;

(e) any right to contest its assessment, including but not limited to the 60-day contestability period provided in Section 11-42-106 of the Act;

(f) any right to contest that the Improvements qualify as a publicly owned infrastructure, system or other facility that (i) the District is authorized to provide or (ii) is necessary or convenient to enable the District to provide a service that the District is authorized to provide, and the Owners further acknowledge that they have had the opportunity to consult with counsel regarding the same; and

(g) any other procedures that the District may be required to follow in order to annex the Annexation Parcel, designate an assessment area, or to levy an assessment as described in the Designation Resolution and the Assessment Ordinance.

Section 5. Withdrawal of Agreement. The Owners hereby agree, without qualification, that this Agreement and the acknowledgements, waivers, and consents contained herein, may not be withdrawn so long as the indenture(s) pursuant to which the Assessment Bonds or any other bonds issued by the District, concurrent therewith, provide for the Land Acquisition Price proceeds to be directly paid to GT Title Services, Inc. for the purpose of Grapevine Development acquiring certain of properties that are part of the Subject Property, including Parcel Numbers: 3179-A-3-A-HV, L-3286-GW, L-3285-GW, L-3289-GW, L-3281-GW, L-3287-GW, and 3179-A-3-A-HV. For the avoidance of doubt, if the Assessment Bonds are not issued by the Closing Deadline, the Owners shall have no further obligation pursuant to this Agreement and the Owners agree to cause the District to remove the Assessments as soon as possible.

Section 6. Liability for Shortfall. In accordance with Section 2(f) above Grapevine Development was responsible for providing the legal description and tax identification number of each parcel of property within the Assessment Area, in the event of a shortfall described in Section 11-42-206(3)(e) of the Act, Grapevine Development consents and agrees to be held liable for and to pay such shortfall on behalf of the District.

Section 7. Additional Certification. The Owners hereby agree, without qualification, to execute an additional Acknowledgement, Waiver and Consent Agreement, in substantially the same form as this Agreement, in connection with the closing of the Assessment Bonds, if requested by the District. Grapevine Development further agrees, without qualification, to execute an additional Acknowledgement, Waiver and Consent Agreement, in substantially the same form as this Agreement, upon completion of the Annexation, if requested in writing by the District.

Section 8. Amendment. The Owners hereby acknowledge that bond counsel will rely on the representations, warranties, acknowledgments, consents, and agreements herein contained in issuing opinions relating to the levy of the Assessments and the issuance of the Assessment Bonds and consequently agrees that this Agreement may not be amended, modified, or changed without the prior written consent of the District and such bond counsel.

Section 9. Severability.

(a) Except as provided in (b), the invalidity or un-enforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

(b) The Owners are relying on Section 5 and its performance as an essential inducement to execute this Agreement. Consequently, if Section 5 is invalidated or unenforceable for any reason, then this Agreement shall be void and of no further force and effect.

Section 10. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

Section 11. Grapevine Indemnification.

(a) Grapevine agrees to indemnify and hold harmless Owners from any and all claims, actions, suits, or liability that may result from the execution of this Agreement, or the issuance of the Assessment Bonds. For the avoidance of doubt, such indemnification shall apply to any legal expenses incurred by an indemnified party to defend any claim, action, suit, or other liability covered by the foregoing indemnity.

(b) To the fullest extent permitted by law, Owners shall not be liable to Grapevine or any of its officers, employees, shareholders, or other affiliated individual or party, for any action or inaction not required of Owners explicitly by this Agreement, the or the issuance of the Assessment Bonds.

Section 12. Successors and Assigns. This Agreement shall be binding upon the Owners and Grapevine and their successors and assigns.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 14. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

Section 15. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Assessment Ordinance.

IN WITNESS WHEREOF, the undersigned, on behalf of the Owners, have hereunto executed this Agreement and it is binding on the Owners as of the date each Owner signs the Agreement.

OWNER:

GRAPEVINE DEVELOPMENT, LLC, a Utah limited liability company, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: Paul Morris
Manager
Date: 06/27/2024

MISI Investments, LLC, a Utah limited liability company, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: richard h miller
Managing Member
Date: 06/28/2024

Kenneth & Donlee Simkins Trust, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: Kenneth Simkins
Managing Member
Date: 07/02/2024

Tuscan Lenders Group, LLC, a Utah limited liability company, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: Tracy Belliston
Managing Member
Date: 06/27/2024

Jon Michael Richter, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: Jon M Richter
Individual
Date: 06/26/2024

Matthew Crowe, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: Matthew Crowe
Individual
Date: 06/27/2024

EXHIBIT A

LEGAL DESCRIPTION AND TAX ID NUMBERS OF
PROPERTIES TO BE ASSESSED

Assessment Method and Amount*

Residential Zone

Assessment Methodology	ERU Methodology
Total Assessment	\$49,945,400
Total ERUs	829.14
Assessment Per ERU	\$60,237.76

Future Lot Type	Quantity	Assessment	ERUs Per Lot	Total ERUs	Total Assessment
		Per Lot			
R-M-7	186	\$81,923.35	1.36	252.96	\$15,237,744
R-1-10	399	\$60,237.76	1.00	458.00	\$27,588,893
R-1-20	60	\$70,946.69	1.18	77.73	\$4,682,482
R-1-1	<u>26</u>	\$93,703.18	1.56	<u>40.44</u>	<u>\$2,436,283</u>
Total	671			829.14	\$49,945,400

Commercial Zone

Parcel ID Nos.	Assessment	Total Acres	Assessment Per	Total
	Methodology		Acre	Assessment
L-3285-GW	Acreage Methodology	14.7	\$153,931.43	\$2,262,792
L-3286-GW	Acreage Methodology	<u>20.3</u>	\$153,931.43	<u>\$3,124,808</u>
Total		35.0		\$5,387,600

* Figures have been rounded, may not sum due to rounding.

Parcel Identification No.	Owner Entity	Assessment Zone
L-3179-A-3-B-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-D-2-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-F-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-G-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3284-B-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3281-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3289-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3285-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3286-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3287-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3281-A	Grapevine Development, LLC	Residential Zone
L-3284-A-1-GW	Grapevine Development, LLC	Residential Zone

Legal Description

The Assessment Area is more particularly described as follows:

Beginning at the Southwest Corner of Section 9, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 00°15'28" East along the section line 321.49 feet to the Southeast Corner of Section 8 of said Township and Range; thence South 89°04'48" West along the south line of said Section 1542.58 feet to the East Sixteenth Corner of said section; thence North 00°29'58" East along the sixteenth line 1355.87 feet to the Southeast Sixteenth Corner of said section; thence South 88°55'48" West along the sixteenth line 1081.03 feet; thence North 21°28'02" East 87.11 feet; thence North 27°39'50" East 141.52 feet; thence North 26°27'06" East 128.74 feet; thence North 28°49'43" East 133.97 feet; thence North 11°24'16" East 150.31 feet; thence northerly along a 775.00 foot radius non-tangent curve to the right, (long chord bears North 09°49'07" East a distance of 56.05 feet), center point lies South 82°15'13" East through a central angle of 04°08'41", a distance of 56.06 feet; thence North 11°53'28" East 149.02 feet; thence North 06°51'03" East 141.12 feet; thence North 01°29'19" East 128.45 feet; thence North 07°25'27" West 137.79 feet; thence North 13°18'14" West 149.34 feet; thence South 79°23'05" West 43.03 feet; thence South 40°43'22" West 74.96 feet; thence South 02°17'30" West 66.11 feet; thence South 04°12'26" East 90.09 feet; thence South 06°05'28" East 99.65 feet; thence South 13°14'45" West 69.22 feet; thence South 49°16'47" West 62.78 feet; thence South 14°40'56" West 57.36 feet; thence South 07°35'52" West 139.96 feet; thence South 03°29'46" West 173.40 feet; thence South 19°09'20" West 100.70 feet; thence South 30°00'55" West 108.33 feet; thence South 37°30'15" West 121.58 feet; thence South 16°34'50" West 115.80 feet; thence South 26°02'35" West 66.39 feet; thence South 83°39'45" West 28.05 feet; thence North 65°17'29" West 49.07 feet; thence North 89°35'27" West 69.97 feet; thence South 59°15'54" West 83.21 feet; thence South 20°16'19" West 73.75 feet to a point on the sixteenth line; thence South 88°55'48" West along said line 66.11 feet to the Center South Sixteenth Corner of said section; thence North 00°45'16" East along the south quarter section line 1351.81 feet to the Center Quarter Corner of said Section; thence North 00°45'26" East along the north quarter section line 958.86 feet; thence North 75°22'01" East 247.05 feet to a point on the west right-of-way line of a 60.00 foot wide Utility and Ingress/Egress easement, thence North 19°56'57" West along said line 482.34 feet; thence North 78°10'49" East 496.40 feet; thence North 00°53'51" West 351.97 feet; thence North 00°46'10" West 418.84 feet; thence South 87°40'33" West 531.45 feet to the north quarter section line; thence North 00°45'55" East along the north quarter section line 379.46 feet to the Common Quarter Corner of said Section 8 and Section 5 of said Township and Range; thence North 88°25'47" East along the common line of said Sections, 143.14 feet to said west right-of-way line; thence North 31°11'57" West along said line 167.22 feet; thence North 58°48'03" East 60.00 feet to a point on the east line of said right-of-way; thence North 88°25'52" East 1340.46 feet to a point on the east sixteenth line of said Section 5; thence South 01°10'04" East along the sixteenth line 175.01 feet to the East Sixteenth Corner of said Section 5; thence North 88°25'49" East along the common line of said Sections 66.82 feet to the East Sixteenth Corner of said Section 8; thence North 88°24'51" East along the common line of said Sections 1384.68 feet to the Common Corner of said Section 5 and Section 4 of said Township and Range; thence South 89°38'30" East along the common line of said Sections 133.60 feet to the Common Quarter Corner of said Section 8 and Section 9; thence South 89°38'30" East along the common line of said Sections 200.12 feet; thence South 07°12'06" East 25.34 feet; thence South 42°52'42" West 59.52 feet; thence South 19°14'35" West 46.08 feet; thence South 11°50'56" East 54.15 feet; thence South 24°08'22" East 48.36 feet; thence South 53°11'55" East 51.36 feet; thence North 55°11'55" East 46.40 feet; thence South 76°01'59" East 55.38 feet; thence South 48°39'25" East 172.08 feet; thence South 30°55'27"

East 127.93 feet; thence South 87°27'54" East 149.35 feet; thence North 77°32'07" East 80.04 feet; thence North 37°33'49" East 54.47 feet; thence North 20°49'31" East 94.69 feet; thence North 01°44'56" West 96.87 feet; thence North 13°45'43" West 100.59 feet; thence North 05°10'32" East 98.92 feet; thence North 19°47'26" East 12.09 feet to a point on said common line; thence South 89°38'30" East along said line 1731.36 feet to the North Quarter Corner of said Section 9; thence South 89°38'28" East along the common line of said Sections 1325.77 feet to the East Sixteenth Corner of said Section 9; thence South 00°41'50" East along the sixteenth line 665.41 feet; thence North 89°38'28" West 1325.77 feet to a point on the north quarter section line; thence North 00°41'50" West along said north quarter section line 155.23 feet to the Southeast Corner of Sectional Lot 1; thence North 89°38'37" West along the south line of said Sectional Lot 1 and Sectional Lot 2, 2526.45 feet to the Southwest Corner of said Sectional Lot 2, point being on the common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 848.76 feet to the North Sixteenth Corner of said Section 8; thence South 00°14'14" West along said common line 143.61 feet; thence South 77°46'47" West 41.28 feet; thence North 66°39'53" West 78.87 feet; thence North 44°18'52" West 102.27 feet; thence North 32°14'03" West 94.87 feet; thence North 14°25'18" West 123.16 feet; thence North 02°59'59" West 102.27 feet; thence North 14°39'30" West 100.58 feet; thence North 16°57'21" West 133.82 feet; thence North 69°58'30" West 67.21 feet; thence North 38°46'38" West 41.31 feet; thence South 65°54'44" West 30.74 feet; thence South 03°48'56" West 54.98 feet; thence South 22°34'57" East 117.51 feet; thence South 04°12'26" West 83.12 feet; thence South 01°39'40" East 84.15 feet; thence South 19°59'27" East 85.62 feet; thence South 18°08'42" East 74.41 feet; thence South 35°00'12" East 89.30 feet; thence South 14°02'31" East 90.48 feet; thence South 44°21'12" East 75.02 feet; thence South 49°55'29" East 89.29 feet; thence South 57°40'50" East 114.01 feet; thence South 75°16'03" East 63.83 feet; thence South 79°52'46" East 9.57 feet to said common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 1048.18 feet to the East Quarter Corner of said Section 8; thence South 88°45'29" West along the east quart line 1530.46 feet to the Center East Sixteenth Corner of said Section 8; thence South 00°30'45" West along the sixteenth line 1356.00 feet to the Southeast Sixteenth Corner of said Section 8; thence North 88°54'55" East along the sixteenth line 1536.69 feet to the South Sixteenth Corner of said Section 8, point being on the common section line of said Section 8 and Section 9; thence South 00°14'55" West along said common line 369.56 feet to the South Sixteenth Corner of said Section 9; thence South 89°40'56" East along the sixteenth line 1345.53 feet to the Southwest Sixteenth Corner of said Section 9; thence South 00°15'00" West along the sixteenth line 1312.03 feet West Sixteenth Corner of said Section 9; thence North 89°41'06" West along the south line of said Section 9, 1345.49 feet to the point of beginning.

Containing 15,512,322 square feet or 356.11 acres.

Less and excepting the following parcels:

Less Parcel 1:

Beginning at a point that lies North 88°25'49" East along the section line 81.99 feet from the North Quarter Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 88°25'49" East along the section line 61.15 feet; thence North 31°11'57" West 167.22 feet; thence North 58°48'03" East 28.67 feet; thence South 29°54'35" East 90.48 feet; thence southeasterly along a 810.00 foot radius curve to the left, (long chord bears South 34°08'19" East a distance of 119.46 feet), center point lies North 60°05'25" East through a central angle of 08°27'28", a distance of 119.57 feet; thence South 53°56'08" West 116.51 feet; thence southwesterly along a 125.00 foot radius curve to the left, (long chord bears South 27°21'01" West a distance of 111.88 feet), center

point lies South 36°03'52" East through a central angle of 53°10'14", a distance of 116.00 feet; thence South 00°45'55" West 193.96 feet; thence South 87°40'33" West 50.07 feet to a point on the quarter section line; thence North 00°45'55" East along said line 196.66 feet; thence northeasterly along a 175.00 foot radius curve to the right, (long chord bears North 27°21'01" East a distance of 156.64 feet), center point lies South 89°14'05" East through a central angle of 53°10'14", a distance of 162.40 feet; thence North 53°56'08" East 16.63 feet; thence northerly along a 20.00 foot radius curve to the left, (long chord bears North 10°06'54" East a distance of 27.70 feet), center point lies North 36°03'52" West through a central angle of 87°38'29", a distance of 30.59 feet; thence North 33°31'01" West 10.62 feet to the point of beginning.

Containing 27,652 square feet or 0.63 acres.

Less Parcel 2:

Beginning at a point that lies South 00°45'55" West along the section line 1229.36 feet and due East 72.57 feet from the North Quarter Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 78°10'49" East 50.51 feet; thence South 19°56'57" East 426.42 feet; thence southeasterly along a 975.00 foot radius curve to the left, (long chord bears South 22°37'16" East a distance of 90.90 feet), center point lies North 70°03'03" East through a central angle of 05°20'37", a distance of 90.93 feet; thence South 25°17'34" East 840.41 feet; thence southerly along a 1275.00 foot radius curve to the right, (long chord bears South 06°42'03" East a distance of 813.01 feet), center point lies South 64°42'26" West through a central angle of 37°11'02", a distance of 827.45 feet; thence South 11°53'28" West 149.02 feet; thence southerly along a 725.00 foot radius curve to the left, (long chord bears South 01°50'48" West a distance of 252.89 feet), center point lies South 78°06'32" East through a central angle of 20°05'19", a distance of 254.19 feet; thence South 08°11'51" East 128.86 feet; thence southerly along a 2025.00 foot radius curve to the right, (long chord bears South 04°43'19" East a distance of 245.52 feet), center point lies South 81°48'09" West through a central angle of 06°57'04", a distance of 245.67 feet to a point on the sixteenth line; thence South 88°55'48" West along said line 50.00 feet; thence northerly along a 1975.00 foot radius non-tangent curve to the left, (long chord bears North 04°43'27" West a distance of 239.30 feet), center point lies South 88°44'56" West through a central angle of 06°56'48", a distance of 239.45 feet; thence North 08°11'51" West 128.86 feet; thence northerly along a 775.00 foot radius curve to the right, (long chord bears North 01°50'48" East a distance of 270.33 feet), center point lies North 81°48'09" East through a central angle of 20°05'19", a distance of 271.72 feet; thence North 11°53'28" East 149.02 feet; thence northerly along a 1225.00 foot radius curve to the left, (long chord bears North 06°42'03" West a distance of 781.12 feet), center point lies North 78°06'32" West through a central angle of 37°11'02", a distance of 795.00 feet; thence North 25°17'34" West 840.41 feet; thence northwesterly along a 1025.00 foot radius curve to the right, (long chord bears North 22°37'16" West a distance of 95.56 feet), center point lies North 64°42'26" East through a central angle of 05°20'37", a distance of 95.59 feet; thence North 19°56'57" West 433.56 feet the point of beginning.

Containing 147,914 square feet or 3.40 acres.

Less Parcel 3:

Beginning at a point that lies South 00°14'14" West along the section line 528.71 feet and due West 485.96 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 21°02'44" East 55.69 feet; thence South 31°08'58" East

44.85 feet; thence South 38°24'24" East 54.09 feet; thence South 18°53'36" West 64.24 feet; thence South 69°14'32" West 47.08 feet; thence North 56°57'18" West 37.64 feet; thence North 00°20'24" East 64.13 feet; thence North 12°26'41" West 55.69 feet; thence North 17°39'25" West 36.92 feet; thence North 29°45'19" East 38.69 feet; thence North 84°05'47" East 23.32 feet to the point of beginning.

Containing 13,994 square feet or 0.32 acres.

Less Parcel 4:

Beginning at a point that lies South 00°14'14" West along the section line 106.07 feet and due West 953.05 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 22°02'40" East 36.53 feet; thence South 14°24'21" East 61.59 feet; thence South 08°23'47" East 49.71 feet; thence South 13°45'59" West 40.67 feet; thence South 02°58'30" West 62.16 feet; thence South 26°12'34" East 56.61 feet; thence South 12°13'48" West 49.49 feet; thence South 71°12'27" West 40.04 feet; thence North 30°39'40" West 25.30 feet; thence North 10°59'06" West 55.02 feet; thence North 34°00'27" West 41.82 feet; thence North 21°33'55" East 70.21 feet; thence North 08°33'33" West 92.12 feet; thence North 04°54'12" East 58.39 feet; thence North 13°08'22" East 31.09 feet; thence North 87°24'18" East 22.64 feet to the point of beginning.

Containing 19,819 square feet or 0.45 acres.

SIGNATURE CERTIFICATE



REFERENCE NUMBER

F773C601-A087-4342-B89D-4379325B395E

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number F773C601-A087-4342-B89D-4379325B395E Transaction Type Signature Request Sent At 06/26/2024 10:06 MST Executed At 06/26/2024 15:49 MST Identity Method email Distribution Method email Signed Checksum b6fb76c932c5b50b9599784b29d2cbfc6e8ee3d3d2a1db177e79ec5dbc905770 Signer Sequencing Disabled Document Passcode Disabled	Document Name Michael and Jon Filename Mike_Jon.pdf Pages 6 pages Content Type application/pdf File Size 224 KB Original Checksum d1e1587383c4b17c56bdd6147173128422b50661466b96bc2157ce3fe5052816

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Michael Jensen Email mjensen@snowjensen.com Components 2	Status signed Multi-factor Digital Fingerprint Checksum 22a47ebd9a5cc4e9c44ef90b9b99de1aa0eefc03c42e75aab9497ea164200190 IP Address 24.10.155.144 Device Microsoft Edge via Windows Drawn Signature  Signature Reference ID 22B34A22 Signature Biometric Count 7	Viewed At 06/26/2024 15:48 MST Identity Authenticated At 06/26/2024 15:49 MST Signed At 06/26/2024 15:49 MST
Name Jon Richter Email jmr@nugs.net Components 6	Status signed Multi-factor Digital Fingerprint Checksum 7c384005302abf38acb96dc04e97c4c29ea48d3f65e707b4d46d41c1c4bfaabab IP Address 68.83.133.169 Device Safari via Mac Drawn Signature  Signature Reference ID CF32FD3B Signature Biometric Count 9	Viewed At 06/26/2024 10:12 MST Identity Authenticated At 06/26/2024 10:13 MST Signed At 06/26/2024 10:13 MST

AUDITS

TIMESTAMP	AUDIT
06/26/2024 10:06 MST	Jennifer Gowans (jgowans@snowjensen.com) created document 'Mike_Jon.pdf' on Chrome via Windows from 208.117.120.90.
06/26/2024 10:06 MST	Jon Richter (jmr@nugs.net) was emailed a link to sign.
06/26/2024 10:06 MST	Michael Jensen (mjensen@snowjensen.com) was emailed a link to sign.

TIMESTAMP	AUDIT
06/26/2024 10:06 MST	Jon Richter (jmr@nugs.net) was emailed a reminder.
06/26/2024 10:12 MST	Jon Richter (jmr@nugs.net) viewed the document on Safari via Mac from 68.83.133.169.
06/26/2024 10:13 MST	Jon Richter (jmr@nugs.net) authenticated via email on Safari via Mac from 68.83.133.169.
06/26/2024 10:13 MST	Jon Richter (jmr@nugs.net) signed the document on Safari via Mac from 68.83.133.169.
06/26/2024 12:32 MST	Michael Jensen (mjensen@snowjensen.com) was emailed a reminder.
06/26/2024 12:32 MST	Michael Jensen (mjensen@snowjensen.com) was emailed a reminder.
06/26/2024 15:48 MST	Michael Jensen (mjensen@snowjensen.com) viewed the document on Microsoft Edge via Windows from 24.10.155.144.
06/26/2024 15:48 MST	Michael Jensen (mjensen@snowjensen.com) viewed the document on Microsoft Edge via Windows from 35.172.32.98.
06/26/2024 15:49 MST	Michael Jensen (mjensen@snowjensen.com) authenticated via email on Microsoft Edge via Windows from 24.10.155.144.
06/26/2024 15:49 MST	Michael Jensen (mjensen@snowjensen.com) signed the document on Microsoft Edge via Windows from 24.10.155.144.

SIGNATURE CERTIFICATE



REFERENCE NUMBER

FDDA5B07-33CB-47E6-A6CE-6705017BAACF

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number FDDA5B07-33CB-47E6-A6CE-6705017BAACF Transaction Type Signature Request Sent At 06/27/2024 13:37 MST Executed At 07/01/2024 15:14 MST Identity Method email Distribution Method email Signed Checksum aa4f24704bb8f00d71e103053e25bc79cd2b1c0082fdd67d0feb91132f2b5bba Signer Sequencing Disabled Document Passcode Disabled	Document Name Grapevine Wash (Signature pages) - AWC & Consent Documents Filename 1_Michael_and_Jon_Michael_Jensen-signed-certificate.pdf Pages 16 pages Content Type application/pdf File Size 405 KB Original Checksum d3a6832217797aeb74c688fcd961a3c2653a920508e301c59e21846a808a309

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Richard Dick Miller Email dick.miller@millerbates.com Components 4	Status signed Multi-factor Digital Fingerprint Checksum 15e9a1dbbf4318ce65b883126bbb77cca731e29197f12b38faf45d26c6aa671f IP Address 24.10.185.208 Device Chrome via Mac Typed Signature Signature Reference ID BB4D4ECE	Viewed At 06/28/2024 13:54 MST Identity Authenticated At 06/28/2024 13:56 MST Signed At 06/28/2024 13:56 MST
Name Matthew Crowe Email mwcrowe@gmail.com Components 4	Status signed Multi-factor Digital Fingerprint Checksum 11f333476f46206dbddd409801420d4a99aa5517c9150e9835734b0a3da7c0fe IP Address 67.243.243.65 Device Chrome Mobile iOS via iOS Drawn Signature Signature Reference ID 0480A4A1 Signature Biometric Count 5	Viewed At 06/27/2024 18:33 MST Identity Authenticated At 06/27/2024 18:33 MST Signed At 06/27/2024 18:33 MST

SIGNER	E-SIGNATURE	EVENTS
Name Tracy Belliston	Status signed	Viewed At 06/27/2024 16:20 MST
Email tracybelliston@1791.com	Multi-factor Digital Fingerprint Checksum a1f54ba2bcc548beac09e14132cde6286e59ed37a5bb187d920011ac2c490cb	Identity Authenticated At 06/27/2024 16:22 MST
Components 4	IP Address 64.255.94.204	Signed At 06/27/2024 16:22 MST
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID 3BFEA750	
Name Paul Morris	Status signed	Viewed At 06/27/2024 15:26 MST
Email paul@landassistut.com	Multi-factor Digital Fingerprint Checksum 80e3b8a178ffb86b446f467035e4a7b9dcf26320c2ed8184a23c4b6acab8d25	Identity Authenticated At 06/27/2024 15:27 MST
Components 4	IP Address 204.228.128.68	Signed At 06/27/2024 15:27 MST
	Device Microsoft Edge via Windows	
	Typed Signature 	
	Signature Reference ID 6A691017	

AUDITS

TIMESTAMP	AUDIT
06/27/2024 13:37 MST	Jennifer Gowans (jgowans@snowjensen.com) created document '1_Michael_and_Jon_Michael_Jensen-signed-certificate.pdf' on Chrome via Windows from 208.117.120.90.
06/27/2024 13:37 MST	Matthew Crowe (mwcrowe@gmail.com) was emailed a link to sign.
06/27/2024 13:37 MST	Tracy Belliston (tracybelliston@1791.com) was emailed a link to sign.
06/27/2024 13:37 MST	Richard Dick Miller (dick.miller@millerbates.com) was emailed a link to sign.
06/27/2024 13:37 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a link to sign.
06/27/2024 13:37 MST	Paul Morris (paul@landassistut.com) was emailed a link to sign.
06/27/2024 15:26 MST	Paul Morris (paul@landassistut.com) viewed the document on Microsoft Edge via Windows from 204.228.128.68.
06/27/2024 15:27 MST	Paul Morris (paul@landassistut.com) authenticated via email on Microsoft Edge via Windows from 204.228.128.68.
06/27/2024 15:27 MST	Paul Morris (paul@landassistut.com) signed the document on Microsoft Edge via Windows from 204.228.128.68.
06/27/2024 16:06 MST	Richard Dick Miller (dick.miller@millerbates.com) was emailed a reminder.
06/27/2024 16:06 MST	Richard Dick Miller (dick.miller@millerbates.com) was emailed a reminder.
06/27/2024 16:06 MST	Richard Dick Miller (dick.miller@millerbates.com) was emailed a reminder.
06/27/2024 16:06 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
06/27/2024 16:06 MST	Tracy Belliston (tracybelliston@1791.com) was emailed a reminder.
06/27/2024 16:06 MST	Matthew Crowe (mwcrowe@gmail.com) was emailed a reminder.
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06/27/2024 16:59 MST	Richard Dick Miller (dick.miller@millerbates.com) viewed the document on Mobile Safari via iOS from 24.10.185.208.
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06/27/2024 17:01 MST	Richard Dick Miller (dick.miller@millerbates.com) viewed the document on Mobile Safari via iOS from 24.10.185.208.
06/27/2024 18:33 MST	Matthew Crowe (mwcrowe@gmail.com) viewed the document on Chrome Mobile iOS via iOS from 67.243.243.65.
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06/28/2024 07:45 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
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06/28/2024 07:45 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.

TIMESTAMP	AUDIT
06/28/2024 07:46 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
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06/28/2024 13:52 MST	Richard Dick Miller (dick.miller@millerbates.com) viewed the document on Chrome via Mac from 24.10.185.208.
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06/28/2024 13:54 MST	Richard Dick Miller (dick.miller@millerbates.com) viewed the document on Chrome via Windows from 212.103.50.27.
06/28/2024 13:56 MST	Richard Dick Miller (dick.miller@millerbates.com) authenticated via email on Chrome via Mac from 24.10.185.208.
06/28/2024 13:56 MST	Richard Dick Miller (dick.miller@millerbates.com) signed the document on Chrome via Mac from 24.10.185.208.
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06/28/2024 15:21 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
06/28/2024 15:22 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
06/28/2024 15:22 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
07/01/2024 08:49 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
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07/01/2024 08:49 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
07/01/2024 08:49 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
07/01/2024 11:00 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was emailed a reminder.
07/01/2024 15:14 MST	Donlee Simkins (simkinsdonlee@yahoo.com) was removed from document fdda5b07-33cb-47e6-a6ce-6705017baacf as the document was force completed.
07/01/2024 15:14 MST	Component 'Signature Field 3' assigned to signer3 was removed as the document was force completed.
07/01/2024 15:14 MST	Component 'Date Field 3' assigned to signer3 was removed as the document was force completed.
07/01/2024 15:14 MST	Component 'Signature Field 8' assigned to signer3 was removed as the document was force completed.
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07/01/2024 15:14 MST	Jennifer Gowans (jgowans@snowjensen.com) force completed document '1_Michael_and_Jon_Michael_Jensen-signed-certificate.pdf' on Chrome via Windows from 208.117.120.90.

EXHIBIT B

DESIGNATION RESOLUTION

WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101

GRAPEVINE WASH LOCAL DISTRICT
GRAPEVINE WASH ASSESSMENT AREA NO. 1

DESIGNATION RESOLUTION

DATED AS OF June 25, 2024

DESIGNATION RESOLUTION

WHEREAS, the Board of Trustees (the “Board”) of the Grapevine Wash Local District (the “District”), adopted Resolution No. 2024-01 on June 25, 2024, pursuant to which the Board authorized and approved the form of this Designation Resolution; and

BE IT RESOLVED by the Board of Trustees of the Grapevine Wash Local District, as follows:

Section 1. The Board hereby determines that it will be in the best interest of the District to designate an area to finance the costs of publicly owned infrastructure, facilities or systems more specifically described in Section 4 herein, along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner (collectively, the “Improvements”). The Board hereby determines that it is in the best interest of the District to levy assessments against properties benefited by the Improvements to finance the costs of said Improvements. The Board hereby finds that pursuant to the Act, the Improvements constitute a publicly owned infrastructure, facility or system that (i) the District is authorized to provide or (ii) is necessary or convenient to enable the District to provide a service that the District is authorized to provide.

Section 2. Pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended and the Special District Act, Title 17B, Chapter 1, including Part 14 of the Utah Code Annotated 1953, as amended (together, the “Act”), the owners (the “Owners”) of all properties to be assessed within the designated assessment area have voluntarily waived, among other things, all notice and hearing requirements, the right to contest or protest, and the right to have a board of equalization appointed as set forth in the Act, and have consented to (a) the levy of an assessment against their property for the benefits to be received from the Improvements, (b) the designation of the assessment area as herein described, (c) the financing of the Improvements by the District through the issuance of assessment bonds, including the payment of installments over a period of not to exceed 30 years, (d) the acquisition and/or construction of the Improvements, and (e) the method and estimated amount of assessment as set forth herein in accordance with the Acknowledgment, Waiver and Consent Agreement attached hereto as Exhibit A. The properties to be assessed are identified by legal description in Exhibit B attached hereto.

Section 3. The District hereby designates an assessment area which shall be known as the “Grapevine Wash Assessment Area No. 1” (the “Assessment Area”). A map and depiction of the Assessment Area is attached hereto as Exhibit C. The District received an appraisal of the unimproved property (from an appraiser who is a member of the Appraisal Institute) and addressed to the District verifying that the market value of the property, after completion of the Improvements, is at least three times the amount of the assessments proposed to be levied against the unimproved property.

Section 4. The Improvements shall be generally located in and around the map and depiction area within the “Certificate of Project Engineer,” attached hereto as Exhibit D. The District plans to finance the costs of publicly owned infrastructure, facilities or systems as part of an approximately 345-acre residential and commercial development (the “Development”). The

District plans to issue Limited Tax General Obligation Bonds (the “Limited Tax Bonds”) and obtain other forms of financing to finance a portion of the improvements within the Development and levy the assessments to finance the remainder of the Improvements within the Development. The District may elect in the future to issue more Limited Tax Bonds and accordingly reduce the assessments to finance the Improvements. The Improvements are more particularly described as follows:

the acquisition, construction, and operation of parks or recreation facilities or services; the acquisition, construction, and operation of a system, or one or more components of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of water, including storm, flood, sewage, irrigation, and culinary water the construction and maintenance of rights-of-way, for curb, gutter, sidewalk, street, road, water, sewage, storm drain, electricity, communications, and /or natural gas improvements within the District, together with necessary facilities, appurtenances, and equipment, therefore.

As further engineering, costs, efficiencies, or any other issues present themselves, the District hereby reserves the right to approve reasonable changes to the allocation of expenditures described above and the location and specifications of the Improvements (but not to the Improvements) without obtaining the consent of the property owners within the Assessment Area.

Section 5. Pursuant to the Act, the Board has determined to levy assessments to pay the cost of the Improvements. The assessments are assessed against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act (and in any event the Owners have consented to such manner without reservation) and shall be payable in annual installments as set forth in the Assessment Ordinance. The District has determined that the reasonable useful life of the Improvements is at least fifty (50) years and that it is in the District and the Owners’ best interest for certain property owner installments to be paid for over up to thirty (30) years.

Section 6. The total acquisition and/or construction cost of the Improvements, including estimated overhead costs, administrative costs, costs of funding reserves, and debt issuance costs, is estimated at \$69,714,027 of which \$55,333,000 is anticipated to be paid by assessments to be levied against the properties within the Assessment Area to be benefited by such Improvements, which benefits need not actually increase the fair market value of the properties to be assessed. The District expects to finance a portion of the cost of the Improvements by issuing assessment bonds (the “Bonds”). The District currently estimates selling the Bonds at a true interest cost interest rate of approximately 6.750% per annum, maturing within thirty (30) years of their date of issuance. Inasmuch as bonds have not been issued, the District notes that the interest rate and annual payment are only as estimated and not a cap or maximum amount. It is anticipated that the reserve fund will be initially funded with proceeds of the Bonds. The estimated cost of Improvements to be assessed against the benefited properties within the Assessment Area will initially be assessed as follows: (a) for the residential areas and related properties (the “Residential Zone”), pursuant to an equivalent residential unit (“ERU”) methodology (the “ERU Methodology”) and (b) for the commercial areas and related properties (the “Commercial Zone” and together with the Residential Zone, each an “Assessment Zone” and collectively, the

“Assessment Zones”), on a per acre methodology (the “Acreage Methodology”), each as further described below:

Residential Zone

<u>Assessment</u>	<u>Assessment Methodology</u>	<u>Total ERUs</u>	<u>Assessment Per ERU</u>
\$49,945,400	ERU Methodology	829.14	\$60,237.76

Commercial Zone

<u>Assessment</u>	<u>Assessment Methodology</u>	<u>Total Acres</u>	<u>Assessment Per Acre</u>
\$5,387,600	Acreage Methodology	35.0	\$153,931.43

Section 7. As set forth in the Assessment Ordinance, the assessment methodology may, under certain circumstances, be altered in the future.

Section 8. The Board intends to levy assessments as provided in the Act on all parcels and lots of real property within the Assessment Area to be benefited by the Improvements, and the Owners of which have executed the Acknowledgment, Waiver and Consent Agreement described in Section 2 herein. The purpose of the assessment and levy is to finance the cost of the Improvements, which the District will not assume or pay. The existing planning and zoning conditions of the District shall govern the development in the Assessment Area.

The Owners have waived the right to prepay the assessment without interest within twenty-five (25) days after the ordinance levying the assessments becomes effective. A property owner may prepay the assessment as provided in the Assessment Ordinance. The assessments shall be levied against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act, and in any case, the Owners have consented to such methodology as provided in Section 11-42-409(5) of the Act. Other payment provisions and enforcement remedies shall be in accordance with the Act.

A map of the Assessment Area and the location of the Improvements and other related information are on file in the office of the Clerk/Secretary who will make such information available to all interested persons.

Section 9. The District will collect the Assessments by directly billing each property owner rather than inclusion on a property tax notice.

Section 10. A professional engineer has prepared a “Certificate of Project Engineer,” attached hereto as Exhibit D, which, among other things, identifies the Improvements to be constructed and installed and is available upon request from the District. The findings and determinations set forth in this Resolution are based, in part, upon said Certificate of Project Engineer.

Section 11. The provisions of the Assessment Ordinance shall govern the levy, payment and applicable provisions regarding the assessments notwithstanding anything contained herein to the contrary. As required by Section 11-42-206(3) of the Act, within fifteen (15) days of the

completion of this Resolution, the Clerk/Secretary shall (i) record an original or certified copy of this designation resolution with Washington County and (ii) where applicable, file with the Washington County Recorder a notice of proposed assessment.

Section 12. If the Bonds have not been issued by September 30, 2024 (the “Closing Deadline”), the Board hereby instructs the District to record a notice within fourteen (14) days following the Closing Deadline, releasing the properties to be assessed from the lien of the assessments. Notwithstanding the foregoing, the Closing Deadline may be extended or waived by written consent of the Owners.

Dated as of June 25, 2024.

GRAPEVINE WASH LOCAL DISTRICT

By: _____
Chair, Board of Trustees

ATTEST:

By:  _____
Clerk/Secretary

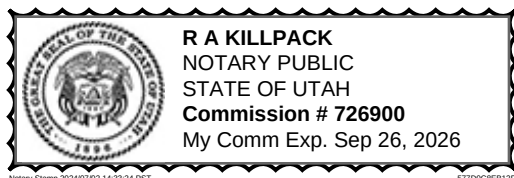
STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____,
by Jon Richter, the Chair of the Board of Trustees of the Grapevine Wash Local District
(the "District"), who represented and acknowledged that s/he signed the same for and on behalf
of the District.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 07/02/2024,
by Michael Jensen, the Clerk/Secretary of the Grapevine Wash Local District (the
"District"), who represented and acknowledged that s/he signed the same for and on behalf of
the District.




Signed on 2024/07/02 13:33:24 -7:00

NOTARY PUBLIC

Notarial act performed by audio-visual communication



Dated as of June 25, 2024.

GRAPEVINE WASH LOCAL DISTRICT

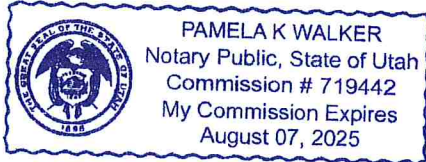
By: 
Executive Director

ATTEST:

By: _____
Clerk/Secretary

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this July 2, 2024, by Paul Morris the Executive Director of the Board of Trustees of the Grapevine Wash Local District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.



Pamela K Walker
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____, 2024, by _____, the Clerk/Secretary of the Grapevine Wash Local District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.

NOTARY PUBLIC

EXHIBIT A

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

EXHIBIT B

LEGAL DESCRIPTION AND TAX ID NUMBERS OF
PROPERTIES TO BE ASSESSED

Assessment Method and Amount*

Residential Zone

Assessment Methodology	ERU Methodology
Total Assessment	\$49,945,400
Total ERUs	829.14
Assessment Per ERU	\$60,237.76

Future Lot Type	Quantity	Assessment Per Lot	ERUs Per Lot	Total ERUs	Total Assessment
R-M-7	186	\$81,923.35	1.36	252.96	\$15,237,744
R-1-10	399	\$60,237.76	1.00	458.00	\$27,588,893
R-1-20	60	\$70,946.69	1.18	77.73	\$4,682,482
R-1-1	<u>26</u>	\$93,703.18	1.56	<u>40.44</u>	<u>\$2,436,283</u>
Total	671			829.14	\$49,945,400

Commercial Zone

Parcel ID Nos.	Assessment Methodology	Total Acres	Assessment Per Acre	Total Assessment
L-3285-GW	Acreage Methodology	14.7	\$153,931.43	\$2,262,792
L-3286-GW	Acreage Methodology	<u>20.3</u>	\$153,931.43	<u>\$3,124,808</u>
Total		35.0		\$5,387,600

* Figures have been rounded, may not sum due to rounding.

Parcel Identification No.	Owner Entity	Assessment Zone
L-3179-A-3-B-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-D-2-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-F-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-G-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3284-B-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3281-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3289-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3285-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3286-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3287-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3281-A	Grapevine Development, LLC	Residential Zone
L-3284-A-1-GW	Grapevine Development, LLC	Residential Zone

Legal Description

The Assessment Area is more particularly described as follows:

Beginning at the Southwest Corner of Section 9, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 00°15'28" East along the section line 321.49 feet to the Southeast Corner of Section 8 of said Township and Range; thence South 89°04'48" West along the south line of said Section 1542.58 feet to the East Sixteenth Corner of said section; thence North 00°29'58" East along the sixteenth line 1355.87 feet to the Southeast Sixteenth Corner of said section; thence South 88°55'48" West along the sixteenth line 1081.03 feet; thence North 21°28'02" East 87.11 feet; thence North 27°39'50" East 141.52 feet; thence North 26°27'06" East 128.74 feet; thence North 28°49'43" East 133.97 feet; thence North 11°24'16" East 150.31 feet; thence northerly along a 775.00 foot radius non-tangent curve to the right, (long chord bears North 09°49'07" East a distance of 56.05 feet), center point lies South 82°15'13" East through a central angle of 04°08'41", a distance of 56.06 feet; thence North 11°53'28" East 149.02 feet; thence North 06°51'03" East 141.12 feet; thence North 01°29'19" East 128.45 feet; thence North 07°25'27" West 137.79 feet; thence North 13°18'14" West 149.34 feet; thence South 79°23'05" West 43.03 feet; thence South 40°43'22" West 74.96 feet; thence South 02°17'30" West 66.11 feet; thence South 04°12'26" East 90.09 feet; thence South 06°05'28" East 99.65 feet; thence South 13°14'45" West 69.22 feet; thence South 49°16'47" West 62.78 feet; thence South 14°40'56" West 57.36 feet; thence South 07°35'52" West 139.96 feet; thence South 03°29'46" West 173.40 feet; thence South 19°09'20" West 100.70 feet; thence South 30°00'55" West 108.33 feet; thence South 37°30'15" West 121.58 feet; thence South 16°34'50" West 115.80 feet; thence South 26°02'35" West 66.39 feet; thence South 83°39'45" West 28.05 feet; thence North 65°17'29" West 49.07 feet; thence North 89°35'27" West 69.97 feet; thence South 59°15'54" West 83.21 feet; thence South 20°16'19" West 73.75 feet to a point on the sixteenth line; thence South 88°55'48" West along said line 66.11 feet to the Center South Sixteenth Corner of said section; thence North 00°45'16" East along the south quarter section line 1351.81 feet to the Center Quarter Corner of said Section; thence North 00°45'26" East along the north quarter section line 958.86 feet; thence North 75°22'01" East 247.05 feet to a point on the west right-of-way line of a 60.00 foot wide Utility and Ingress/Egress easement, thence North 19°56'57" West along said line 482.34 feet; thence North 78°10'49" East 496.40 feet; thence North 00°53'51" West 351.97 feet; thence North 00°46'10" West 418.84 feet; thence South 87°40'33" West 531.45 feet to the north quarter section line; thence North 00°45'55" East along the north quarter section line 379.46 feet to the Common Quarter Corner of said Section 8 and Section 5 of said Township and Range; thence North 88°25'47" East along the common line of said Sections, 143.14 feet to said west right-of-way line; thence North 31°11'57" West along said line 167.22 feet; thence North 58°48'03" East 60.00 feet to a point on the east line of said right-of-way; thence North 88°25'52" East 1340.46 feet to a point on the east sixteenth line of said Section 5; thence South 01°10'04" East along the sixteenth line 175.01 feet to the East Sixteenth Corner of said Section 5; thence North 88°25'49" East along the common line of said Sections 66.82 feet to the East Sixteenth Corner of said Section 8; thence North 88°24'51" East along the common line of said Sections 1384.68 feet to the Common Corner of said Section 5 and Section 4 of said Township and Range; thence South 89°38'30" East along the common line of said Sections 133.60 feet to the Common Quarter Corner of said Section 8 and Section 9; thence South 89°38'30" East along the common line of said Sections 200.12 feet; thence South 07°12'06" East 25.34 feet; thence South 42°52'42" West 59.52 feet; thence South 19°14'35" West 46.08 feet; thence South 11°50'56" East 54.15 feet; thence South 24°08'22" East 48.36 feet; thence South 53°11'55" East 51.36 feet; thence North 55°11'55" East 46.40 feet; thence South 76°01'59" East 55.38 feet; thence South 48°39'25" East 172.08 feet; thence South 30°55'27" East 127.93 feet; thence South 87°27'54" East 149.35 feet; thence North 77°32'07" East 80.04 feet;

thence North 37°33'49" East 54.47 feet; thence North 20°49'31" East 94.69 feet; thence North 01°44'56" West 96.87 feet; thence North 13°45'43" West 100.59 feet; thence North 05°10'32" East 98.92 feet; thence North 19°47'26" East 12.09 feet to a point on said common line; thence South 89°38'30" East along said line 1731.36 feet to the North Quarter Corner of said Section 9; thence South 89°38'28" East along the common line of said Sections 1325.77 feet to the East Sixteenth Corner of said Section 9; thence South 00°41'50" East along the sixteenth line 665.41 feet; thence North 89°38'28" West 1325.77 feet to a point on the north quarter section line; thence North 00°41'50" West along said north quarter section line 155.23 feet to the Southeast Corner of Sectional Lot 1; thence North 89°38'37" West along the south line of said Sectional Lot 1 and Sectional Lot 2, 2526.45 feet to the Southwest Corner of said Sectional Lot 2, point being on the common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 848.76 feet to the North Sixteenth Corner of said Section 8; thence South 00°14'14" West along said common line 143.61 feet; thence South 77°46'47" West 41.28 feet; thence North 66°39'53" West 78.87 feet; thence North 44°18'52" West 102.27 feet; thence North 32°14'03" West 94.87 feet; thence North 14°25'18" West 123.16 feet; thence North 02°59'59" West 102.27 feet; thence North 14°39'30" West 100.58 feet; thence North 16°57'21" West 133.82 feet; thence North 69°58'30" West 67.21 feet; thence North 38°46'38" West 41.31 feet; thence South 65°54'44" West 30.74 feet; thence South 03°48'56" West 54.98 feet; thence South 22°34'57" East 117.51 feet; thence South 04°12'26" West 83.12 feet; thence South 01°39'40" East 84.15 feet; thence South 19°59'27" East 85.62 feet; thence South 18°08'42" East 74.41 feet; thence South 35°00'12" East 89.30 feet; thence South 14°02'31" East 90.48 feet; thence South 44°21'12" East 75.02 feet; thence South 49°55'29" East 89.29 feet; thence South 57°40'50" East 114.01 feet; thence South 75°16'03" East 63.83 feet; thence South 79°52'46" East 9.57 feet to said common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 1048.18 feet to the East Quarter Corner of said Section 8; thence South 88°45'29" West along the east quart line 1530.46 feet to the Center East Sixteenth Corner of said Section 8; thence South 00°30'45" West along the sixteenth line 1356.00 feet to the Southeast Sixteenth Corner of said Section 8; thence North 88°54'55" East along the sixteenth line 1536.69 feet to the South Sixteenth Corner of said Section 8, point being on the common section line of said Section 8 and Section 9; thence South 00°14'55" West along said common line 369.56 feet to the South Sixteenth Corner of said Section 9; thence South 89°40'56" East along the sixteenth line 1345.53 feet to the Southwest Sixteenth Corner of said Section 9; thence South 00°15'00" West along the sixteenth line 1312.03 feet West Sixteenth Corner of said Section 9; thence North 89°41'06" West along the south line of said Section 9, 1345.49 feet to the point of beginning.

Containing 15,512,322 square feet or 356.11 acres.

Less and excepting the following parcels:

Less Parcel 1:

Beginning at a point that lies North 88°25'49" East along the section line 81.99 feet from the North Quarter Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 88°25'49" East along the section line 61.15 feet; thence North 31°11'57" West 167.22 feet; thence North 58°48'03" East 28.67 feet; thence South 29°54'35" East 90.48 feet; thence southeasterly along a 810.00 foot radius curve to the left, (long chord bears South 34°08'19" East a distance of 119.46 feet), center point lies North 60°05'25" East through a central angle of 08°27'28", a distance of 119.57 feet; thence South 53°56'08" West 116.51 feet; thence southwesterly along a 125.00 foot radius curve to the left, (long chord bears South 27°21'01" West a distance of 111.88 feet), center point lies South 36°03'52" East through a central angle of 53°10'14", a distance of 116.00 feet; thence

South 00°45'55" West 193.96 feet; thence South 87°40'33" West 50.07 feet to a point on the quarter section line; thence North 00°45'55" East along said line 196.66 feet; thence northeasterly along a 175.00 foot radius curve to the right, (long chord bears North 27°21'01" East a distance of 156.64 feet), center point lies South 89°14'05" East through a central angle of 53°10'14", a distance of 162.40 feet; thence North 53°56'08" East 16.63 feet; thence northerly along a 20.00 foot radius curve to the left, (long chord bears North 10°06'54" East a distance of 27.70 feet), center point lies North 36°03'52" West through a central angle of 87°38'29", a distance of 30.59 feet; thence North 33°31'01" West 10.62 feet to the point of beginning.

Containing 27,652 square feet or 0.63 acres.

Less Parcel 2:

Beginning at a point that lies South 00°45'55" West along the section line 1229.36 feet and due East 72.57 feet from the North Quarter Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 78°10'49" East 50.51 feet; thence South 19°56'57" East 426.42 feet; thence southeasterly along a 975.00 foot radius curve to the left, (long chord bears South 22°37'16" East a distance of 90.90 feet), center point lies North 70°03'03" East through a central angle of 05°20'37", a distance of 90.93 feet; thence South 25°17'34" East 840.41 feet; thence southerly along a 1275.00 foot radius curve to the right, (long chord bears South 06°42'03" East a distance of 813.01 feet), center point lies South 64°42'26" West through a central angle of 37°11'02", a distance of 827.45 feet; thence South 11°53'28" West 149.02 feet; thence southerly along a 725.00 foot radius curve to the left, (long chord bears South 01°50'48" West a distance of 252.89 feet), center point lies South 78°06'32" East through a central angle of 20°05'19", a distance of 254.19 feet; thence South 08°11'51" East 128.86 feet; thence southerly along a 2025.00 foot radius curve to the right, (long chord bears South 04°43'19" East a distance of 245.52 feet), center point lies South 81°48'09" West through a central angle of 06°57'04", a distance of 245.67 feet to a point on the sixteenth line; thence South 88°55'48" West along said line 50.00 feet; thence northerly along a 1975.00 foot radius non-tangent curve to the left, (long chord bears North 04°43'27" West a distance of 239.30 feet), center point lies South 88°44'56" West through a central angle of 06°56'48", a distance of 239.45 feet; thence North 08°11'51" West 128.86 feet; thence northerly along a 775.00 foot radius curve to the right, (long chord bears North 01°50'48" East a distance of 270.33 feet), center point lies North 81°48'09" East through a central angle of 20°05'19", a distance of 271.72 feet; thence North 11°53'28" East 149.02 feet; thence northerly along a 1225.00 foot radius curve to the left, (long chord bears North 06°42'03" West a distance of 781.12 feet), center point lies North 78°06'32" West through a central angle of 37°11'02", a distance of 795.00 feet; thence North 25°17'34" West 840.41 feet; thence northwesterly along a 1025.00 foot radius curve to the right, (long chord bears North 22°37'16" West a distance of 95.56 feet), center point lies North 64°42'26" East through a central angle of 05°20'37", a distance of 95.59 feet; thence North 19°56'57" West 433.56 feet the point of beginning.

Containing 147,914 square feet or 3.40 acres.

Less Parcel 3:

Beginning at a point that lies South 00°14'14" West along the section line 528.71 feet and due West 485.96 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 21°02'44" East 55.69 feet; thence South 31°08'58" East 44.85 feet; thence South 38°24'24" East 54.09 feet; thence South 18°53'36" West 64.24 feet; thence

South 69°14'32" West 47.08 feet; thence North 56°57'18" West 37.64 feet; thence North 00°20'24" East 64.13 feet; thence North 12°26'41" West 55.69 feet; thence North 17°39'25" West 36.92 feet; thence North 29°45'19" East 38.69 feet; thence North 84°05'47" East 23.32 feet to the point of beginning.

Containing 13,994 square feet or 0.32 acres.

Less Parcel 4:

Beginning at a point that lies South 00°14'14" West along the section line 106.07 feet and due West 953.05 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 22°02'40" East 36.53 feet; thence South 14°24'21" East 61.59 feet; thence South 08°23'47" East 49.71 feet; thence South 13°45'59" West 40.67 feet; thence South 02°58'30" West 62.16 feet; thence South 26°12'34" East 56.61 feet; thence South 12°13'48" West 49.49 feet; thence South 71°12'27" West 40.04 feet; thence North 30°39'40" West 25.30 feet; thence North 10°59'06" West 55.02 feet; thence North 34°00'27" West 41.82 feet; thence North 21°33'55" East 70.21 feet; thence North 08°33'33" West 92.12 feet; thence North 04°54'12" East 58.39 feet; thence North 13°08'22" East 31.09 feet; thence North 87°24'18" East 22.64 feet to the point of beginning.

Containing 19,819 square feet or 0.45 acres.

EXHIBIT C

MAP AND DEPICTION OF BOUNDARY OF THE ASSESSMENT AREA

(see Certificate of Project Engineer)

EXHIBIT D

CERTIFICATE OF PROJECT ENGINEER

CERTIFICATE OF PROJECT ENGINEER

The undersigned project engineer for the Grapevine Wash Assessment Area No. 1 (the "Assessment Area") hereby certifies as follows:

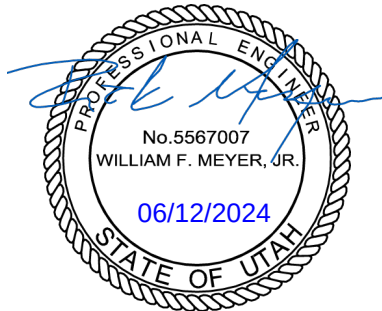
1. I am a professional engineer engaged to provide the Grapevine Wash Basic Local District necessary engineering services to determine unit quantities based on the current design benefitting property within the Assessment Area.

2. The estimated costs of the improvements provided by the contractor to be acquired, constructed and/or installed benefitting property within the Assessment Area are set forth in the attachment hereto. Said estimated costs are based on unit quantities of needed improvements and pricing provided by the contractor for the type and location of said proposed improvements as of the date hereof. The proposed improvements have a weighted average useful life of not less than fifty (50) years, assuming regular maintenance is performed.

By: _____

William F. Meyer, Jr.

Date: June 12, 2024



ATTACHMENT



Bush and Gudgeon
205 East Tabernacle #4
St. George, Utah 84770
Phone: (435) 673-2337
Fax: (435) 673-3161
www.bushandgudgeon.com

Grapevine Wash Basic Local District
Washington County, Utah
Cost Estimate

6/12/2024

GENERAL

Item #	Description	Unit Price	Total Price
1	1 LS Civil engineering design fees	\$ 1,200,000.00	\$ 1,200,000.00
Civil Engineering Design - Subtotal			\$ 1,200,000.00

BABYLON ROAD (2,410 LF)

1	4734 LF	HB30-7 high back curb and gutter	\$ 22.50	\$ 106,515.00
2	28401 SF	6' Sidewalk (4" concrete over 4" base)	\$ 5.50	\$ 156,205.50
3	139,884 SF	4" asphalt paving w/ prime coat & 8" type II road Base	\$ 4.75	\$ 664,449.00
4	2,496 LF	Striping	\$ 1.00	\$ 2,496.00
5	2500 LF	JUC Trench	\$ 11.00	\$ 27,500.00
6	2500 LF	Gas Main Line	\$ 30.00	\$ 75,000.00
7	7 EA	Street Lights	\$ 1,500.00	\$ 10,500.00
8	2515 LF	10"φ PVC SDR-35 sanitary sewer pipe	\$ 54.00	\$ 135,810.00
9	7 EA	60" sewer manhole	\$ 6,000.00	\$ 42,000.00
10	2424 LF	14"φ C-900 Class 150 PVC culinary water pipe w/fittings	\$ 55.00	\$ 133,320.00
11	1 EA	14"φ water line butterfly valves	\$ 8,000.00	\$ 8,000.00
12	4 EA	Fire hydrant assembly including riser, valve & fittings	\$ 5,500.00	\$ 22,000.00
13	1000 LF	18" HDPE storm drain line	\$ 45.00	\$ 45,000.00
14	4 EA	Storm drain double curb inlet	\$ 5,000.00	\$ 20,000.00
Babylon Road - Subtotal			\$	1,448,795.50

N BLM ROAD (7,600 LF)

1	230,000 SF	6" type II road Base	\$ 2.00	\$ 460,000.00
2	7600 LF	JUC Trench	\$ 11.00	\$ 83,600.00
3	7600 LF	Gas Main Line	\$ 30.00	\$ 228,000.00
4	3820 LF	6"φ PVC SDR-35 sewer force main pipe	\$ 35.00	\$ 133,700.00
5	3030 LF	8"φ PVC SDR-35 sewer gravity pipe	\$ 45.00	\$ 136,350.00
6	16 EA	60" sewer manhole	\$ 6,000.00	\$ 96,000.00
7	7600 LF	8"φ C-900 Class 150 PVC culinary water pipe w/fittings	\$ 45.00	\$ 342,000.00
N BLM Road - Subtotal			\$	1,479,650.00

S BLM ROAD (1,600 LF)

1	47,530 SF	6" type II road Base	\$ 2.00	\$ 95,060.00
2	1590 LF	JUC Trench	\$ 11.00	\$ 17,490.00
3	1588 LF	Gas Main Line	\$ 30.00	\$ 47,640.00
4	1231 LF	8"φ PVC SDR-35 sewer pipe	\$ 45.00	\$ 55,395.00
5	4 EA	60" sewer manhole	\$ 6,000.00	\$ 24,000.00
6	1584 LF	8"φ C-900 Class 150 PVC culinary water pipe w/fittings	\$ 45.00	\$ 71,280.00
S BLM Road - Subtotal			\$	310,865.00

SEWER LIFT STATIONS

1	1 EA	Lift station #1	\$ 300,000.00	\$ 300,000.00
2	1 EA	Lift station #2	\$ 250,000.00	\$ 250,000.00
3	5990 LF	4"φ PVC SDR-35 sewer force main from lift station #2 to lift station #1	\$ 25.00	\$ 149,750.00
4	4650 LF	6"φ PVC SDR-35 sewer force main from lift station #1 to N BLM Road	\$ 35.00	\$ 162,750.00
Sewer Lift Stations - Subtotal			\$	862,500.00

OFFSITE POWER

1	1 LS	Power infrastructure to site	\$ 4,200,000.00	\$ 4,200,000.00
			Offsite Power - Subtotal	\$ 4,200,000.00

AMENITIES**Pool Amenity**

1	4500 SF	Clubhouse / Pool	\$ 400.00	\$ 1,800,000.00
2	1 LS	Pool and Decking	\$ 750,000.00	\$ 750,000.00

Pocket Parks**Pool Amenity - Subtotal \$ 2,550,000.00**

3	39,644 SF	Pocket park A	\$ 5.00	\$ 198,220.00
4	13,043 SF	Pocket park B	\$ 5.00	\$ 65,215.00
5	27,654 SF	Pocket park C	\$ 5.00	\$ 138,270.00

Total Amenities - Subtotal \$ 2,951,705.00**WATER TANK AND SUPPLY LINE**

1	36,292 SF	6" type II road Base	\$ 2.00	\$ 72,584.00
2	7948 LF	14"φ C-900 Class 150 PVC pipe w/fittings	\$ 55.00	\$ 437,140.00
3	5 EA	14"φ butterfly valves	\$ 8,000.00	\$ 40,000.00
4	2 EA	Pressure Reducing Valve	\$ 20,000.00	\$ 40,000.00
5	1 EA	Water Tank (3 Million gallon tank @ \$2/gallon)	\$ 6,000,000.00	\$ 6,000,000.00

Water Main - Subtotal \$ 6,589,724.00**LOTS**

1	1 LS	Mobilization	\$ 50,000.00	\$ 50,000.00
2	2,200,000 CY	Mass Site Grading	\$ 4.50	\$ 9,900,000.00
3	0 CY	Import to Site	\$ 12.00	\$ -
4	650,000 SF	Retaining Walls (incl 1' bury depth)	\$ 11.00	\$ 7,150,000.00
5	105,279 LF	HB30-7 high back curb and gutter	\$ 22.50	\$ 2,368,777.50
6	523,479 SF	5' Sidewalk (4" concrete over 4" base)	\$ 5.50	\$ 2,879,134.50
7	2,356,766 SF	2.5" asphalt paving w/ prime coat & 6" type II road Base	\$ 3.00	\$ 7,070,298.00
8	729 EA	Power Infrastructure	\$ 3,000.00	\$ 2,187,000.00
9	205 EA	Street Lights	\$ 1,500.00	\$ 307,500.00
10	58,000 LF	JUC Trench	\$ 11.00	\$ 638,000.00
11	57,482 LF	Gas Main Line (incl. 25% for crossings)	\$ 30.00	\$ 1,724,460.00
12	53,622 LF	8"φ PVC SDR-35 sanitary sewer pipe	\$ 45.00	\$ 2,412,990.00
13	1130 LF	12"φ PVC SDR-35 sanitary sewer pipe	\$ 50.00	\$ 56,500.00
14	195 EA	60" sewer manhole	\$ 6,000.00	\$ 1,170,000.00
15	543 EA	4" Sewer lateral w/ fittings to lots	\$ 1,800.00	\$ 977,400.00
16	186 EA	6" Sewer lateral w/ fittings to lots	\$ 1,500.00	\$ 279,000.00
17	47,603 LF	8"φ C-900 Class 150 PVC culinary water pipe w/fittings	\$ 45.00	\$ 2,142,135.00
18	185 EA	8"φ water gate valves	\$ 3,000.00	\$ 555,000.00
19	120 EA	Fire hydrant assembly including riser, valve & fittings	\$ 5,500.00	\$ 660,000.00
20	729 EA	3/4" water service laterals, w/ boxes & valves	\$ 1,500.00	\$ 1,093,500.00
21	30,111 SF	Detention pond 1	\$ 4.50	\$ 135,499.50
22	24,000 SF	Detention pond 2	\$ 4.50	\$ 108,000.00
23	22,871 SF	Detention pond 3	\$ 4.50	\$ 102,919.50
24	9,548 SF	Detention pond 4	\$ 4.50	\$ 42,966.00
25	14,136 SF	Detention pond 5	\$ 4.50	\$ 63,612.00
26	100,666 SF	Pond rock lining (all ponds)	\$ 10.00	\$ 1,006,660.00
27	10 EA	Pond control structures	\$ 3,000.00	\$ 30,000.00
28	8,750 LF	18" HDPE storm drain line	\$ 45.00	\$ 393,750.00
29	2850 LF	24" HDPE storm drain line	\$ 55.00	\$ 156,750.00
30	1000 LF	36" HDPE storm drain line	\$ 70.00	\$ 70,000.00
31	20 EA	Storm drain single curb inlet	\$ 4,500.00	\$ 90,000.00
32	30 EA	Storm drain double curb inlet	\$ 5,000.00	\$ 150,000.00

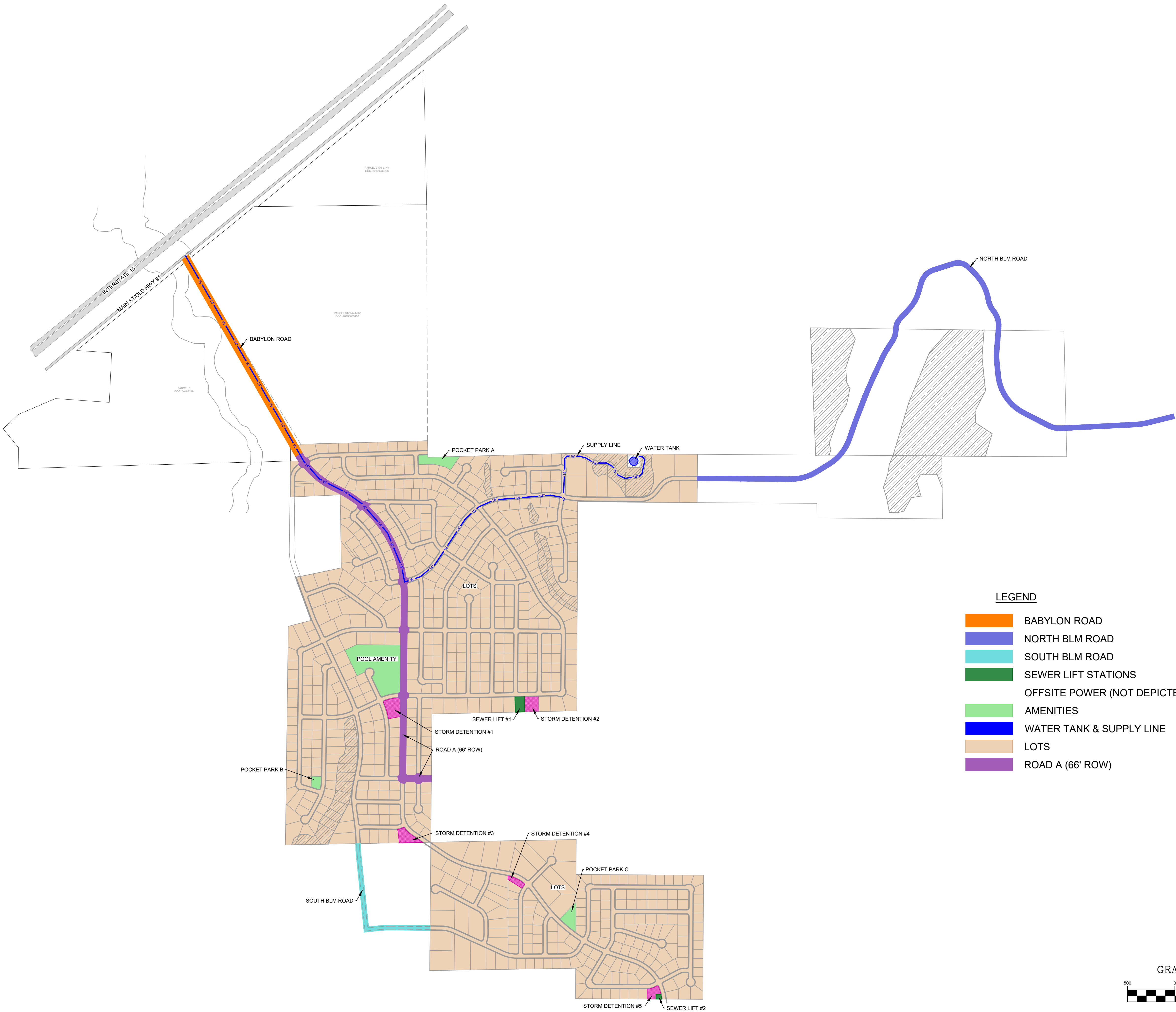
Lots - Subtotal \$ 45,971,852.00

66' ROW (ONSITE ROAD A, 4,200 LF)				
1	8,332 LF	HB30-7 high back curb and gutter	\$ 22.50	\$ 187,470.00
2	48,435 SF	6' Sidewalk (4" concrete over 4" base)	\$ 5.50	\$ 266,392.50
3	226,837 SF	4" asphalt paving w/ prime coat & 8" type II road Base	\$ 4.75	\$ 1,077,475.75
4	14 EA	Street Lights	\$ 1,500.00	\$ 21,000.00
5	3233 LF	JUC Trench	\$ 11.00	\$ 35,563.00
6	4084 LF	Gas Main Line	\$ 30.00	\$ 122,520.00
7	1815 LF	8"φ PVC SDR-35 sanitary sewer pipe	\$ 45.00	\$ 81,675.00
8	2970 LF	12"φ PVC SDR-35 sanitary sewer pipe	\$ 50.00	\$ 148,500.00
9	28 EA	60" sewer manhole	\$ 6,000.00	\$ 168,000.00
10	2700 LF	8"φ C-900 Class 150 PVC culinary water pipe w/fittings	\$ 45.00	\$ 121,500.00
11	19 EA	8"φ water gate valves	\$ 3,000.00	\$ 57,000.00
12	8 EA	Fire hydrant assembly including riser, valve & fittings	\$ 5,500.00	\$ 44,000.00
13	4190 LF	Striping	\$ 1.00	\$ 4,190.00
14	1200 LF	18" HDPE storm drain line	\$ 45.00	\$ 54,000.00
15	6 EA	Storm drain double curb inlet	\$ 5,000.00	\$ 30,000.00
66' ROW - Subtotal			\$	2,419,286.25

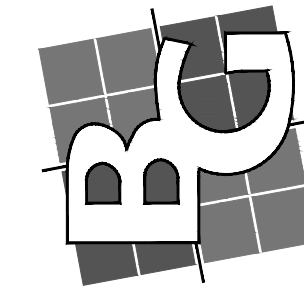
Total Summary

1	General	\$ 1,200,000.00
2	Babylon Road	\$ 1,448,795.50
3	N BLM Road	\$ 1,479,650.00
4	S BLM Road	\$ 310,865.00
5	Lift Stations	\$ 862,500.00
6	Offsite Power	\$ 4,200,000.00
7	Amenities	\$ 2,951,705.00
8	Water Tank and Supply Line	\$ 6,589,724.00
9	Lots	\$ 45,971,852.00
10	66' ROW	\$ 2,419,286.25

Grand Total - Contractor Estimated Pricing	\$ 67,434,377.75
20% Bulk Discount on Items 2 - 10 above (based on 737 lots)	\$ (13,246,875.55)
Contractor Provided Pricing with Discount	\$ 54,187,502.20
Land Acquisition Pricing (107.45 acres @ \$144,500 / acre)	\$ 15,526,525.00



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: JUNE 2024
DRAWN: CEW
APPROVED: WEM
SCALE: 1" = 500'
JOB NO. 231232

GRAPEVINE WASH COST ESTIMATE
COLOR EXHIBIT
AT LEEDS, UTAH

SHEET 1 OF 1 SHEETS
FILE: COST ESTIMATE COLOR EXHIBIT

EXHIBIT C

ASSESSMENT ORDINANCE

WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101

NOTICE OF ASSESSMENT INTEREST

GRAPEVINE WASH LOCAL DISTRICT

GRAPEVINE WASH ASSESSMENT AREA NO. 1

DATED AS OF JUNE 25, 2024

WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101

GRAPEVINE WASH LOCAL DISTRICT

GRAPEVINE WASH ASSESSMENT AREA NO. 1

ASSESSMENT ORDINANCE

DATED AS OF JUNE 25, 2024

ASSESSMENT ORDINANCE

WHEREAS, the Board of Trustees (the “Board”) of the Grapevine Wash Local District (the “District”), adopted Resolution No. 2024-01 on June 25, 2024 (the “Authorizing Resolution”), pursuant to which the Board authorized and approved the form of this Assessment Ordinance and the form of the related designation resolution (the “Designation Resolution”); and

WHEREAS, the District, pursuant to the Assessment Area Act, Title 11 Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), and pursuant to the Authorizing Resolution and the Designation Resolution, designated the Grapevine Wash Assessment Area No. 1 (the “Assessment Area”) after having obtained from the fee simple owner(s) of all the property to be assessed within the Assessment Area (the “Owners”) an executed Acknowledgement, Waiver and Consent Agreement (the “Waiver and Consent”) attached to the Designation Resolution; and

WHEREAS, the District plans to finance the costs of publicly owned infrastructure, facilities or systems as part of an approximately 345-acre residential and commercial development (the “Development”). The District plans to issue Limited Tax General Obligation Bonds (the “Limited Tax Bonds”) to finance a portion of the improvements within the Development and levy the assessments to finance the remainder of the Improvements within the Development. The District may elect in the future to issue more Limited Tax Bonds and accordingly reduce the assessments to finance the Improvements. The Board desires to assess and finance the Improvements (plus related overhead, administration, capitalized interest, reserves, permits, fees, and closing costs) benefitting the Assessment Area as follows:

the acquisition, construction, and operation of parks or recreation facilities or services; the acquisition, construction, and operation of a system, or one or more components of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of water, including storm, flood, sewage, irrigation, and culinary water the construction and maintenance of rights-of-way, for curb, gutter, sidewalk, street, road, water, sewage, storm drain, electricity, communications, and /or natural gas improvements within the District, together with necessary facilities, appurtenances, and equipment, therefore.

WHEREAS, the Board has (i) determined the total estimated cost of the Improvements, (ii) received an appraisal (the “Appraisal”) of the property to be assessed (from an appraiser who is a member of the Appraisal Institute) and addressed to the District verifying that the market value of the property, after completion of the proposed improvements, is at least three times the amount of the assessments proposed to be levied against the property to be assessed, and (iii) desires to assess the properties within the Assessment Area, and has prepared an assessment list of the assessments to be levied to finance the cost of the Improvements (the “Assessments”); and

WHEREAS, the Board hereby finds that pursuant to the Act, the Improvements constitute a publicly owned infrastructure, facility, or system that (i) the District is authorized to provide or (ii) is necessary or convenient to enable the District to provide a service that the District is authorized to provide; and

WHEREAS, the District now desires to confirm the assessment list and to levy said Assessments in accordance with this Ordinance:

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE GRAPEVINE WASH LOCAL DISTRICT:

Section 1. Definitions; Appraisal Requirement. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Designation Resolution. For purposes of this Ordinance:

(a) “Assessment Bonds” means the assessment bonds anticipated to be issued by the District for the Assessment Area, which may be issued in one or more series (or any bonds which refund the same).

(b) “ATV Ratio” means the Assessment to Value Ratio and shall be the ratio of (A) the remaining unpaid Assessment on a Subdivision Parcel or Remaining Subdivision parcel, as applicable, plus any other unpaid assessment liens or property tax liens on such Subdivision Parcel divided by (B) the Fair Market Value of such Subdivision Parcel.

(c) “Fair Market Value” shall be determined using either taxable value as maintained on the tax records of Washington County, Utah (the “County”) (plus the costs of the Improvements if not accounted for yet in the taxable value) or by appraised value presented by the owner of the Subdivision Parcel or Remaining Subdivision Parcel, as applicable, and determined by a certified appraiser acceptable to the District, including the costs of the Improvements and any other additions or improvements to the extent currently funded at the time of such appraisal, and meeting any other appraisal requirements of the District related to the Assessment Bonds.

(d) “Homeowner” means the purchaser of a completed residential unit. For the avoidance of doubt, the business entity that constructs homes is not a homeowner.

(e) “Indenture” means the indenture(s) of trust and pledge under which the Assessment Bonds are issued.

(f) “Original ATV Ratio” means the ATV Ratio on a parcel, Subdivision Parcel, or Remaining Subdivision Parcel, as applicable, at the time of closing of the Assessment Bonds (as reasonably determined by the District).

(g) Whenever an appraisal is required under this Ordinance, the District and Title Owners may continue to utilize an appraisal previously delivered in connection with the Assessment Area so long as (i) such appraisal describes the intended use of the Subdivision Parcel and such parcel entitled for such intended use and/or density (as applicable), (ii) the Title Owner certifies in writing that it is not aware of any facts or circumstances that would cause the relevant values contained in such appraisal to be materially less than the market value of the Subdivision Parcel, and (iii) the District in its reasonable judgement has no reason to question such certification.

Section 2. Determination of Estimated Costs of the Improvements and Right of District to Levy Additional Assessments for Completion. The Board has determined that the estimated acquisition, construction and installation costs of the Improvements within the Assessment Area, including estimated overhead costs, administrative costs, costs of funding reserves, capitalized interest, and debt issuance costs, is estimated at \$69,714,027 of which \$55,333,000 shall be assessed within the Assessment Area. Such amount to be levied is an estimate, as permitted under Section 11-42-401 of the Act. The Owners anticipate using additional funding in order to complete the Improvements. If the Assessments and additional funding are not sufficient in amount to complete the Improvements and pay related costs as described above, the Owners shall be responsible to pay the remaining amount in order to complete the Improvements. However, the District does not guaranty such payments from the Owners. Therefore, if for any reason the Owners do not pay such remaining amount to complete the Improvements, any and all property owners within the Assessment Area shall be responsible for paying any pro-rata share of additional costs required to complete the Improvements, including, but not limited to, an additional assessment on their property without any ability to contest such assessment.

Section 3. Approval of Assessment List; Findings. The Board confirms and adopts the assessment list for the Assessment Area, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Assessment List"). The Board has determined that the Assessments are levied according to the benefits to be derived by each property within the Assessment Area and, in any case, the Owners have consented to such methodology as provided in Section 11-42-409(5) of the Act.

Section 4. Levy of Assessments. The Board does hereby levy an Assessment against each parcel of property identified in the Assessment List. Said Assessments levied upon each parcel of property therein described shall be in the amount set forth in the Assessment List, provided that initially the Assessments shall initially be allocated against the entirety of the legal descriptions for each Assessment Zone (defined herein). The currently anticipated amount of Assessments expected to be levied upon each Assessment Zone and the number of ERUs (defined herein) or acreage, as applicable, anticipated to be allocated to each parcel of property in the Assessment Area (upon compliance with the process and coverage described herein) reflects an equitable portion of the benefit each parcel of property will receive from the Improvements and, in any case, the Owners have consented to such methodology as provided in Section 11-42-409(5) of the Act.

Section 5. Amount of Total Assessments. The Assessments do not exceed in the aggregate the sum of: (a) the estimated contract price of the Improvements (plus related capitalized soft costs); (b) the estimated acquisition price of the Improvements; (c) the reasonable cost of (i) utility services, maintenance, and operation to the extent permitted by the Act and (ii) labor, materials, or equipment supplied by the District, if any; (d) the price or estimated price of purchasing property; (e) overhead costs not to exceed fifteen percent (15%) of the sum of (a), (b), and (c); (f) an amount for contingencies of not more than ten percent (10%) of the sum of (a) and (c); (g) estimated interest on interim warrants and bond anticipation notes issued to finance the Improvements, if any; (h) an amount sufficient to fund a reserve fund; and (i) the capitalized interest on each assessment bond.

Section 6. Method and Rate. All benefited properties within the Assessment Area will be assessed for all of the above-described improvements and will initially be assessed as follows: (a) for the residential areas and related properties (the “Residential Zone”), pursuant to an equivalent residential unit (“ERU”) methodology (the “ERU Methodology”) and (b) for the commercial areas and related properties (the “Commercial Zone” and together with the Residential Zone, each an “Assessment Zone” and collectively, the “Assessment Zones”), on a per acre methodology (the “Acreage Methodology”), each as further described below:

Residential Zone

<u>Assessment</u>	<u>Assessment Methodology</u>	<u>Total ERUs</u>	<u>Assessment Per ERU</u>
\$49,945,400	ERU Methodology	829.14	\$60,237.76

Commercial Zone

<u>Assessment</u>	<u>Assessment Methodology</u>	<u>Total Acres</u>	<u>Assessment Per Acre</u>
\$5,387,600	Acreage Methodology	35.0	\$153,931.43

Notwithstanding the levy of the assessments, in order to provide additional security for the payment of assessments, the District shall require that all assessments of all properties owned by the same Owner within the Assessment Area (or an affiliate of the same Owner) be aggregated as a single unified assessment against all properties owned by the same Owner within the Assessment Area (or an affiliate of the same Owner). As used in this Ordinance, the term “affiliate” means with respect to any Owner, any person that controls, is controlled by or is under common control with such Owner, and the term “control” or “controlled” means the ownership of more than twenty percent (20%) of the outstanding voting ownership interests of the Owner in question or the power to direct the management of the Owner in question (subject to any required approvals for major decisions by anyone holding equity interests in the owner in question).

Section 7. Payment of Assessments.

(a) The Board hereby determines that the Improvements have a weighted average useful life of not less than fifty (50) years, and has elected to have the Assessments prepaid for all parcels within the Residential Zone on or before the time of conveyance of such parcel to a Homeowner. The aggregate annual Assessment payments shall be in substantially equal amounts, subject, however, to adjustment as described herein. Interest on the unpaid balance of the Assessments shall accrue at the same rate or rates as shall be borne by the Assessment Bonds, plus an annual administration cost incurred by the District, plus any third party direct out of pocket costs of the District related to the administration and collection of the Assessments. The District may outsource all or a portion of the administration services, including legal costs or consulting costs as an additional out of pocket cost, including, but not limited to, all costs related to foreclosure (and other remedies) and amendments to this Ordinance.

(b) The District will collect the Assessments by directly billing each property owner rather than inclusion on a property tax notice. The bill for each Assessment payment shall be due March 1 and September 1 of each year (approximately thirty (30) days after

sending such bills, which shall be sent on or prior to February 1 and August 1 of each year, respectively, anticipated to commence February 1, 2027, due to anticipated capitalized interest. However, failure to send any such bill by the scheduled date shall not impact the requirement of property owners to timely pay their Assessments on the due date thereof.

(c) All unpaid installments of an Assessment levied against any parcel of property may be paid prior to the dates on which they become due, but any such prepayment must include an additional amount equal to the interest which would accrue on the Assessment to the next succeeding date on which interest is payable on the Assessment Bonds, plus such additional amount as, in the opinion of the District Chair or designee as approved by the District (the “Chair”) (with assistance from the administrator of the Assessments, if any), is necessary to assure the availability of money to pay interest on the Assessment Bonds as interest becomes due and payable, plus any premiums required to redeem the Assessment Bonds on their first available call date pursuant to the Indenture (defined herein), plus any reasonable administrative costs.

(d) The property assessed has yet to be fully subdivided as anticipated for development. The property identified on the Assessment List (whether before or after formal subdivision individually and each Assessment Zone, a “Subdivision Parcel” and collectively, the “Subdivision Parcels”) may hereafter be subdivided and re-subdivided, with the consent of the District (which consent shall not be unreasonably withheld). The owner of a Subdivision Parcel may make changes to that Subdivision Parcel including, without limitation, reducing or increasing the size of that Subdivision Parcel, modifying the boundary description of that Subdivision Parcel, and otherwise make changes necessary or appropriate to plat that Subdivision Parcel; provided that (i) the total Assessment of that Subdivision Parcel after the applicable change is unaffected and (ii) the ATV Ratio is greater than or equal to the lesser of (A) the Original ATV Ratio or (B) 33.3%. Provided, however, any adjustment of a parcel outside of the boundaries of the Assessment Area would require an amendment to this Ordinance to that effect, in accordance with the Act. Once a Subdivision Parcel is subdivided, the lien of the Assessment Area will be re-allocated to or released from, as appropriate, any property located outside the subdivided portion of that Subdivision Parcel by either the District adopting an amendment to this Ordinance or by the Chair or other authorized officer of the District authorized to make such changes and record the applicable notices (within the provisions of this Ordinance) and provided the ATV Ratio of such subdivided portion (after release of the property), is greater than or equal to the lesser of (A) the Original ATV Ratio or (B) 33.3%.

(e) An interest in a Subdivision Parcel may be sold, transferred or exchanged to any person or entity (the “Title Owner”) so long as the interest is recognized by the County and charged a distinct property tax bill by the County. A Title Owner may further subdivide or create a new Title Owner on the Subdivision Parcel and such new Subdivision Parcels are reallocated Assessments in compliance with this Ordinance. When a Title Owner of any Subdivision Parcel in the Assessment Area subdivides, re-subdivides or creates a new Title Owner, it shall allocate the responsibility to pay Assessments tied to that Subdivision Parcel among Title Owners in accordance with (i) or (ii) below. Such reallocation of Assessments must be approved by all Title Owners subject to the reallocation by execution of a form reasonably satisfactory to the Chair or other authorized

officer of the District and similar in form to the Waiver and Consent, and with the consent of the Chair, which consent shall not be unreasonably withheld, conditioned or delayed, but such consent shall be limited solely to the allocation of ERUs, acreage, or other assessment method to Subdivided Parcels and withheld only where the information, assumptions and/or formula described in this section create less security for the repayment of the Assessments for the District or holders of Assessment Bonds than the security contemplated in this Section 7(e). The final plat for any Subdivision Parcel recorded after the effective date of this Ordinance must include a plat note that provides the exact allocation of the Assessments among Title Owners and the Assessment List attached as Exhibit A to this Ordinance must be accordingly amended, and the Chair or other authorized officer of the District is hereby authorized to make such amendments, but may also seek the approval of the Board at his/her discretion. For any reallocation of Assessments tied to a Subdivision Parcel among Title Owners, the Title Owners may either:

(i) Reallocate in full the Assessments ascribed to that Subdivision Parcel(s) using the methodology of each related Assessment Zone as contemplated in this Section 7(e); or

(ii) As long as the aggregate Assessments tied to a Subdivision Parcel in the Assessment Area are allocated in full among Title Owners of that Subdivision Parcel, a Title Owner of that Subdivision Parcel may reallocate the Assessments to the interest(s) of Title Owners in such Subdivision Parcel based on either:

(A) the methodology of each related Assessment Zone or a then current Fair Market Value method, or

(B) if the Chair reasonably determines that such reallocated assessment method selected by the Title Owners will not reasonably allocate benefit among the Title Owners in such Subdivision Parcel, any other assessment method reasonably allocating benefit as determined in the reasonable discretion of the Chair or other authorized officer of the District,

so long as, following a reallocation as described in this paragraph, the then current ATV Ratio of each remaining interest in such Subdivision Parcel and all other affected parcels must be greater than or equal to the lesser of (A) the Original ATV Ratio or (B) 33.3%

(f) A release of the Assessment lien for any Subdivision Parcel will be delivered by the District for recordation with the County Recorder as soon as practicable after the Assessment balance for such subdivided parcel is paid in full. If prepayment of an Assessment prior to the Assessment payment date arises out of a need of the property owner to clear the Assessment lien from a portion (a "Release Parcel") but not all of a Subdivision Parcel, the Assessment lien on the Release Parcel shall be released by the District, as follows:

(i) The Title Owner(s) shall submit the legal description of the Release Parcel which shall include the total number of ERUs or acreage, as applicable,

allocated to the Release Parcel pursuant to the procedure set forth in this Ordinance. If an assessment allocation method other than ERUs or acreage, as applicable, has been applied to a parcel, the release procedures in this subsection (f) shall apply using the new assessment method in lieu of ERUs or acreage, as applicable.

(ii) The Title Owner(s) shall prepay an Assessment applicable to the Release Parcel calculated by the Chair (with assistance from the administrator of the Assessments, if any), which Assessment shall be the product of the following: (A) the amount of the prepayment calculated pursuant to Section 7(c) herein for the entire Subdivision Parcel less any previously paid regularly scheduled Assessment payments, (B) multiplied by the percentage calculated by dividing the number of ERUs or acreage, as applicable, of the Release Parcel by the total number of ERUs or acreage, as applicable, of the entire Subdivision Parcel.

(iii) The partial release of lien upon payment of the prepayment amount determined under subsection (ii) above shall not be permitted, except as otherwise provided in this paragraph, if the ATV Ratio of the Subdivision Parcel, after release of the Release Parcel (the "Remaining Subdivision Parcel"), is less than the lesser of (A) the Original ATV Ratio or (B) 33.3%. If the Chair (with assistance from the administrator of the Assessments, if any) determines that the proposed partial release does not comply with the requirements of this paragraph, such partial release may still be permitted if the Title Owner(s) prepays a larger portion of the Assessment in order to clear the Assessment lien from the Release Parcel, all as determined by said Chair (with assistance from the administrator of the Assessments, if any).

(iv) Prepayments of Assessments shall be applied as provided in the Indenture. As prepayments are paid and applied against the payment of the Assessment applicable to the Release Parcel, the Release Parcel shall be released from the lien of the Assessment in accordance with this subsection (f), and the remaining unpaid Assessments levied against the Remaining Subdivision Parcel shall remain unaffected.

Section 8. Default in Payment.

(a) If a default occurs in the payment of any Assessment on a Subdivision Parcel when due, and such default is not cured within the period provided for in Section 8(b) herein, the Chair, on behalf of the Board, may declare the unpaid amount of such Assessment on such Subdivision Parcel to be immediately due and payable and subject to collection as provided herein. Interest shall accrue and be paid on all amounts declared to be delinquent and immediately due and payable at a rate of ten percent (10%) per annum (the "Delinquent Rate"). In addition to interest charges at the Delinquent Rate, costs of collection, as approved by the Chair on behalf of the Board, including, without limitation, attorneys' fees, trustee's fees, and court costs, incurred by the District or required by law shall be charged and paid on all amounts declared to be delinquent and immediately due and payable. Until such costs of collection are recovered by the District, the District may

charge such costs as an additional overhead cost against all Assessments, with a credit later upon any recovery of such costs.

(b) Upon any default, the Chair shall give notice in writing of the default to the Title Owner(s) of the Subdivision Parcel in default as shown by the last available completed real property assessment rolls of Utah County. Notice shall be effective upon deposit of the notice in the U.S. Mail, postage prepaid, and addressed to the Title Owner(s) as shown on the last completed real property assessment rolls of the County. The notice shall provide for a period of thirty (30) days in which the Title Owner(s) shall pay the installments then due and owing, after which the Chair, on behalf of the District, may immediately sell the Subdivision Parcel pursuant to Section 11-42-502.1(2)(a)(ii)(B) and related pertinent provisions of the Act, in the manner provided for judicial foreclosures. If at the sale no person or entity shall bid and pay the District the amount due on the Assessment plus interest and costs, the Subdivision Parcel shall be deemed sold to the District for these amounts. The District shall be permitted to bid at the sale. So long as the District affirmatively elects to retain ownership of the Subdivision Parcel, it shall pay all delinquent Assessment installments and all Assessment installments that become due, including the interest on them and shall be entitled to use amounts on deposit in the Reserve Fund (as defined herein) for such purpose. The District notes it has no current intention of owning the Subdivision Parcel and will surrender the Subdivision Parcel “as is” and without guaranty or warranty to owner(s) of the Assessment Bonds in full satisfaction of all obligations to such owner(s) of the Assessment Bonds irrespective of the owner(s) of the Assessment Bonds accepting the same.

(c) The remedies provided herein for the collection of Assessments and the enforcement of liens shall be deemed and construed to be cumulative and the use of any one method or means or remedy of collection or enforcement available at law or in equity shall not deprive the District of the use of any other method or means. The amounts of accrued interest and all costs of collection, trustee’s fees, attorneys’ fees, and other reasonable and related costs shall be added to the amount of the Assessment against such Subdivision Parcel up to, and including, the date of foreclosure sale.

Section 9. Remedy of Default. If prior to the final date payment may be legally made under a final sale or foreclosure of property to collect delinquent Assessments, the Title Owner(s) pays the full amount of all unpaid installments of principal and interest which are past due and delinquent with interest on such installments at the rate or rates set forth in Section 8 herein to the payment date, plus all attorneys’ fees, and other costs of collection, the Assessment of said Title Owner(s) shall be restored and the default removed, and thereafter the Title Owner(s) shall have the right to make the payments in installments as if the default had not occurred. Any payment made to cure a default shall be applied first to the payment of attorneys’ fees and other costs incurred as a result of such default; second, to interest charged on past due installments, as set forth above; third, to the interest portion of all past due Assessments; and last, to the payment of outstanding principal.

Section 10. Lien of Assessment. An Assessment or any part or installment of it, any interest accruing thereon, and the penalties, trustee’s fees, attorneys’ fees, and other costs of collection therewith shall constitute a lien against the Subdivision Parcel upon which the

Assessment is levied on the effective date of this Ordinance. Said lien shall be superior to the lien of any trust deed, mortgage, mechanic's, or materialman's lien, or other encumbrance and shall be equal to and on a parity with the lien for general property taxes. The lien shall apply without interruption, change in priority, or alteration in any manner to any reduced payment obligations and shall continue until the Assessment, reduced payment obligations, and any interest, penalties, and costs on it are paid, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, or other Assessment or the issuance of a tax deed, an assignment of interest by the County or a sheriff's certificate of sale or deed.

Section 11. Reserve Fund.

(a) The District does hereby establish a reserve fund (the "Reserve Fund") in lieu of funding a guaranty fund, as additional security for the Assessment Bonds.

(b) The Reserve Fund may be initially funded from proceeds of the Assessment Bonds in an amount not to exceed the least of (i) ten percent (10%) of the proceeds of the Assessment Bonds determined on the basis of its initial purchase price to the public, (ii) the maximum aggregate annual debt service requirement during any bond fund year for the Assessment Bonds, and (iii) one hundred twenty-five percent (125%) of the average aggregate annual debt service requirement for the Assessment Bonds (the "Reserve Requirement"). The cost of initially funding the Reserve Fund is included in the Assessments of the property in the Assessment Area. The Reserve Requirement may be adjusted as property owners prepay their Assessments in full as provided in the Indenture. The moneys on deposit in the Reserve Fund, if any, shall be applied to the final Assessment payment obligation of the assessed properties and used to make the final payment on the Assessment Bonds. If the amounts on deposit in the Reserve Fund exceed the final Assessment obligation, any excess amounts shall be paid by the District to the owners whose properties were subject to the final Assessment payment obligation on a pro rata basis, as an excess Assessment payment.

(c) In the event insufficient Assessments are collected by the District to make the debt service payments on the Assessment Bonds, the District shall draw on the Reserve Fund to make up such deficiency, but shall have no obligation to replenish the Reserve Fund with any funds other than those collected from Assessments as described herein.

(d) Amounts recovered by exercise of any of the remedies provided herein or otherwise from delinquent Assessments (and not needed to pay amounts coming due on the Assessment Bonds) shall be used to replenish amounts drawn from the Reserve Fund.

(e) In the event the Assessment Bonds are refunded, the Reserve Requirement may be adjusted by the District and amounts in the Reserve Fund may be applied to assist in such refunding. Any refunding of the Assessment Bonds is hereby permitted so long as the structure thereof shall not increase the total cost of the Assessments in any one year.

Section 12. Investment Earnings. Except as otherwise provided in the Indenture, all investment earnings on the Reserve Fund shall be maintained in said Fund and applied in the same manner as the other moneys on deposit therein as provided in the Indenture.

Section 13. Contestability. No Assessment shall be declared invalid or set aside, in whole or in part, in consequence of any error or irregularity which does not go to the equity or justice of the Assessment or proceeding. The Owners and any succeeding property owners (whether by sale, foreclosure, or any other property transfer of title) have waived any rights to contest this Ordinance. Any party who has not waived his or her objections to the same as provided by statute may commence a civil action in the district court with jurisdiction in the District against the District to enjoin the levy or collection of the Assessment or to set aside and declare unlawful this Ordinance.

Such action must be commenced and summons must be served on the District not later than sixty (60) days after the effective date of this Ordinance. This action shall be the exclusive remedy of any aggrieved party. No court shall entertain any complaint which the party was authorized to make by statute but did not timely make or any complaint that does not go to the equity or justice of the Assessment or proceeding.

After the expiration of the sixty (60) day period provided in this Section:

(a) The Assessment Bonds and any refunding bonds to be issued with respect to the Assessment Area and the Assessments levied in the Assessment Area shall become incontestable as to all persons who have not commenced the action and served a summons as provided for in this Section; and

(b) No suit to enjoin the issuance or payment of the Assessment Bonds or refunding assessment bonds, the levy, collection, or enforcement of the Assessments, or in any other manner attacking or questioning the legality of the Assessment Bonds or refunding assessment bonds or Assessments may be commenced, and no court shall have authority to inquire into these matters.

Section 14. Notice to Property Owners. The Owners are hereby deemed to have received notice of assessment and have waived any notice and hearing requirements under the Act. The Owners have acknowledged and agreed that this Ordinance shall become effective upon posting, as described in Section 17 below, but the Assessments shall not be levied against Parcel L-3281-A until the administrative functions have been completed to annex such parcel into the District.

Section 15. All Necessary Action Approved. The officials of the District are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including the filing of a notice of assessment interest with the Utah County Recorder.

Section 16. Repeal of Conflicting Provisions; Amendment. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed. The Chair (or any assigned designee of the Chair) may make any alterations, changes or additions to this Ordinance which may be necessary to conform the same to the final terms of the Assessment Bonds, to correct errors or omissions herein, to complete the same, to remove ambiguities herefrom, or to conform the same to other provisions of this Ordinance or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States, including technical changes to the description

of the boundary of the Assessment Area, so long as those changes do not change the boundaries from those depicted on the maps attached to the Designation Resolution and do not materially adversely affect the rights of the Owners hereunder without the consent of such Owners affected.

Section 17. Posting of Ordinance. This Ordinance shall be signed by the Chair and Clerk/Secretary and shall be recorded in the ordinance book kept for that purpose upon final confirmation of the property description and terms of the Assessment Area. The officials of the District are hereby authorized to make technical corrections to the legal description of the Assessment Area. Upon finalization of the legal description, copies of this Ordinance shall be posted in a public location within or near the District's boundaries that is reasonably likely to be seen by individuals who pass through or near the affected area for at least twenty-one (21) days and a copy of this Ordinance shall also be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) for at least twenty-one (21) days. This Ordinance shall take effect immediately upon its passage and approval and posting as required by law.

Section 18. Closing Deadline. If the Assessment Bonds have not been issued by September 30, 2024 (the "Closing Deadline"), the Board hereby instructs the District to record a notice within fourteen (14) days following the Closing Deadline, releasing the properties to be assessed from the lien of the assessments. Notwithstanding the foregoing, the Closing Deadline may be extended or waived by written consent of the Owners.

Dated as of June 25, 2024.

GRAPEVINE WASH LOCAL DISTRICT

By: _____
Chair

ATTEST:

By:  _____
Clerk/Secretary

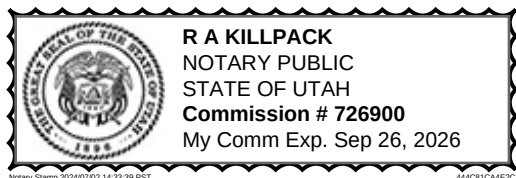
STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____,
by Jon Richter, the Chair of the Board of Trustees of the Grapevine Wash Local District
(the "District"), who represented and acknowledged that s/he signed the same for and on behalf
of the District.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 07/02/2024,
by Michael Jensen, the Clerk/Secretary of the Grapevine Wash Local District (the
"District"), who represented and acknowledged that s/he signed the same for and on behalf of
the District.




Signed on 2024/07/02 13:32:39 -7:00

NOTARY PUBLIC

Notarial act performed by audio-visual communication



(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Board of Trustees of the District, adjourned.

GRAPEVINE WASH LOCAL DISTRICT

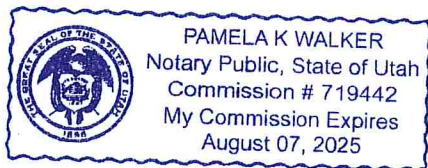
By: _____
Executive Director

ATTEST:

By: _____
Clerk/Secretary

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this July 2, 2024, by Paul Morris the Executive Director of the Board of Trustees of the Grapevine Wash Local District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.



Pamela K Walker
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____, 2024, by _____, the Clerk/Secretary of the Grapevine Wash Local District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.

NOTARY PUBLIC

EXHIBIT A

ASSESSMENT LIST

Assessment Method and Amount

Residential Zone

Assessment Methodology	ERU Methodology
Total Assessment	\$49,945,400
Total ERUs	829.14
Assessment Per ERU	\$60,237.76

Future Lot Type	Quantity	Assessment	ERUs Per Lot	Total ERUs	Total Assessment
		Per Lot			
R-M-7	186	\$81,923.35	1.36	252.96	\$15,237,744
R-1-10	399	\$60,237.76	1.00	458.00	\$27,588,893
R-1-20	60	\$70,946.69	1.18	77.73	\$4,682,482
R-1-1	<u>26</u>	\$93,703.18	1.56	<u>40.44</u>	<u>\$2,436,283</u>
Total	671			829.14	\$49,945,400

Commercial Zone

Parcel ID Nos.	Assessment Methodology	Total Acres	Assessment Per Acre	Total Assessment
L-3285-GW	Acreage Methodology	14.7	\$153,931.43	\$2,262,792
L-3286-GW	Acreage Methodology	<u>20.3</u>	\$153,931.43	<u>\$3,124,808</u>
Total		35.0		\$5,387,600

* Figures have been rounded, may not sum due to rounding.

Parcel Identification No.	Owner Entity	Assessment Zone
L-3179-A-3-B-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-D-2-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-F-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-G-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3284-B-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3281-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3289-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3285-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3286-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3287-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3281-A	Grapevine Development, LLC	Residential Zone
L-3284-A-1-GW	Grapevine Development, LLC	Residential Zone

Legal Description

The Assessment Area is more particularly described as follows:

Beginning at the Southwest Corner of Section 9, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 00°15'28" East along the section line 321.49 feet to the Southeast Corner of Section 8 of said Township and Range; thence South 89°04'48" West along the south line of said Section 1542.58 feet to the East Sixteenth Corner of said section; thence North 00°29'58" East along the sixteenth line 1355.87 feet to the Southeast Sixteenth Corner of said section; thence South 88°55'48" West along the sixteenth line 1081.03 feet; thence North 21°28'02" East 87.11 feet; thence North 27°39'50" East 141.52 feet; thence North 26°27'06" East 128.74 feet; thence North 28°49'43" East 133.97 feet; thence North 11°24'16" East 150.31 feet; thence northerly along a 775.00 foot radius non-tangent curve to the right, (long chord bears North 09°49'07" East a distance of 56.05 feet), center point lies South 82°15'13" East through a central angle of 04°08'41", a distance of 56.06 feet; thence North 11°53'28" East 149.02 feet; thence North 06°51'03" East 141.12 feet; thence North 01°29'19" East 128.45 feet; thence North 07°25'27" West 137.79 feet; thence North 13°18'14" West 149.34 feet; thence South 79°23'05" West 43.03 feet; thence South 40°43'22" West 74.96 feet; thence South 02°17'30" West 66.11 feet; thence South 04°12'26" East 90.09 feet; thence South 06°05'28" East 99.65 feet; thence South 13°14'45" West 69.22 feet; thence South 49°16'47" West 62.78 feet; thence South 14°40'56" West 57.36 feet; thence South 07°35'52" West 139.96 feet; thence South 03°29'46" West 173.40 feet; thence South 19°09'20" West 100.70 feet; thence South 30°00'55" West 108.33 feet; thence South 37°30'15" West 121.58 feet; thence South 16°34'50" West 115.80 feet; thence South 26°02'35" West 66.39 feet; thence South 83°39'45" West 28.05 feet; thence North 65°17'29" West 49.07 feet; thence North 89°35'27" West 69.97 feet; thence South 59°15'54" West 83.21 feet; thence South 20°16'19" West 73.75 feet to a point on the sixteenth line; thence South 88°55'48" West along said line 66.11 feet to the Center South Sixteenth Corner of said section; thence North 00°45'16" East along the south quarter section line 1351.81 feet to the Center Quarter Corner of said Section; thence North 00°45'26" East along the north quarter section line 958.86 feet; thence North 75°22'01" East 247.05 feet to a point on the west right-of-way line of a 60.00 foot wide Utility and Ingress/Egress easement, thence North 19°56'57" West along said line 482.34 feet; thence North 78°10'49" East 496.40 feet; thence North 00°53'51" West 351.97 feet; thence North 00°46'10" West 418.84 feet; thence South 87°40'33" West 531.45 feet to the north quarter section line; thence North 00°45'55" East along the north quarter section line 379.46 feet to the Common Quarter Corner of said Section 8 and Section 5 of said Township and Range; thence North 88°25'47" East along the common line of said Sections, 143.14 feet to said west right-of-way line; thence North 31°11'57" West along said line 167.22 feet; thence North 58°48'03" East 60.00 feet to a point on the east line of said right-of-way; thence North 88°25'52" East 1340.46 feet to a point on the east sixteenth line of said Section 5; thence South 01°10'04" East along the sixteenth line 175.01 feet to the East Sixteenth Corner of said Section 5; thence North 88°25'49" East along the common line of said Sections 66.82 feet to the East Sixteenth Corner of said Section 8; thence North 88°24'51" East along the common line of said Sections 1384.68 feet to the Common Corner of said Section 5 and Section 4 of said Township and Range; thence South 89°38'30" East along the common line of said Sections 133.60 feet to the Common Quarter Corner of said Section 8 and Section 9; thence South 89°38'30" East along the common line of said Sections 200.12 feet; thence South 07°12'06" East 25.34 feet; thence South 42°52'42" West 59.52 feet; thence South 19°14'35" West 46.08 feet; thence South 11°50'56" East 54.15 feet; thence South 24°08'22" East 48.36 feet; thence South 53°11'55" East 51.36 feet; thence North 55°11'55" East 46.40 feet; thence South 76°01'59" East 55.38 feet; thence South 48°39'25" East 172.08 feet; thence South 30°55'27"

East 127.93 feet; thence South 87°27'54" East 149.35 feet; thence North 77°32'07" East 80.04 feet; thence North 37°33'49" East 54.47 feet; thence North 20°49'31" East 94.69 feet; thence North 01°44'56" West 96.87 feet; thence North 13°45'43" West 100.59 feet; thence North 05°10'32" East 98.92 feet; thence North 19°47'26" East 12.09 feet to a point on said common line; thence South 89°38'30" East along said line 1731.36 feet to the North Quarter Corner of said Section 9; thence South 89°38'28" East along the common line of said Sections 1325.77 feet to the East Sixteenth Corner of said Section 9; thence South 00°41'50" East along the sixteenth line 665.41 feet; thence North 89°38'28" West 1325.77 feet to a point on the north quarter section line; thence North 00°41'50" West along said north quarter section line 155.23 feet to the Southeast Corner of Sectional Lot 1; thence North 89°38'37" West along the south line of said Sectional Lot 1 and Sectional Lot 2, 2526.45 feet to the Southwest Corner of said Sectional Lot 2, point being on the common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 848.76 feet to the North Sixteenth Corner of said Section 8; thence South 00°14'14" West along said common line 143.61 feet; thence South 77°46'47" West 41.28 feet; thence North 66°39'53" West 78.87 feet; thence North 44°18'52" West 102.27 feet; thence North 32°14'03" West 94.87 feet; thence North 14°25'18" West 123.16 feet; thence North 02°59'59" West 102.27 feet; thence North 14°39'30" West 100.58 feet; thence North 16°57'21" West 133.82 feet; thence North 69°58'30" West 67.21 feet; thence North 38°46'38" West 41.31 feet; thence South 65°54'44" West 30.74 feet; thence South 03°48'56" West 54.98 feet; thence South 22°34'57" East 117.51 feet; thence South 04°12'26" West 83.12 feet; thence South 01°39'40" East 84.15 feet; thence South 19°59'27" East 85.62 feet; thence South 18°08'42" East 74.41 feet; thence South 35°00'12" East 89.30 feet; thence South 14°02'31" East 90.48 feet; thence South 44°21'12" East 75.02 feet; thence South 49°55'29" East 89.29 feet; thence South 57°40'50" East 114.01 feet; thence South 75°16'03" East 63.83 feet; thence South 79°52'46" East 9.57 feet to said common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 1048.18 feet to the East Quarter Corner of said Section 8; thence South 88°45'29" West along the east quart line 1530.46 feet to the Center East Sixteenth Corner of said Section 8; thence South 00°30'45" West along the sixteenth line 1356.00 feet to the Southeast Sixteenth Corner of said Section 8; thence North 88°54'55" East along the sixteenth line 1536.69 feet to the South Sixteenth Corner of said Section 8, point being on the common section line of said Section 8 and Section 9; thence South 00°14'55" West along said common line 369.56 feet to the South Sixteenth Corner of said Section 9; thence South 89°40'56" East along the sixteenth line 1345.53 feet to the Southwest Sixteenth Corner of said Section 9; thence South 00°15'00" West along the sixteenth line 1312.03 feet West Sixteenth Corner of said Section 9; thence North 89°41'06" West along the south line of said Section 9, 1345.49 feet to the point of beginning.

Containing 15,512,322 square feet or 356.11 acres.

Less and excepting the following parcels:

Less Parcel 1:

Beginning at a point that lies North 88°25'49" East along the section line 81.99 feet from the North Quarter Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 88°25'49" East along the section line 61.15 feet; thence North 31°11'57" West 167.22 feet; thence North 58°48'03" East 28.67 feet; thence South 29°54'35" East 90.48 feet; thence southeasterly along a 810.00 foot radius curve to the left, (long chord bears South 34°08'19" East a distance of 119.46 feet), center point lies North 60°05'25" East through a central angle of 08°27'28", a distance of 119.57 feet; thence South 53°56'08" West 116.51 feet; thence southwesterly along a 125.00 foot radius curve to the left, (long chord bears South 27°21'01" West a distance of 111.88 feet), center

point lies South 36°03'52" East through a central angle of 53°10'14", a distance of 116.00 feet; thence South 00°45'55" West 193.96 feet; thence South 87°40'33" West 50.07 feet to a point on the quarter section line; thence North 00°45'55" East along said line 196.66 feet; thence northeasterly along a 175.00 foot radius curve to the right, (long chord bears North 27°21'01" East a distance of 156.64 feet), center point lies South 89°14'05" East through a central angle of 53°10'14", a distance of 162.40 feet; thence North 53°56'08" East 16.63 feet; thence northerly along a 20.00 foot radius curve to the left, (long chord bears North 10°06'54" East a distance of 27.70 feet), center point lies North 36°03'52" West through a central angle of 87°38'29", a distance of 30.59 feet; thence North 33°31'01" West 10.62 feet to the point of beginning.

Containing 27,652 square feet or 0.63 acres.

Less Parcel 2:

Beginning at a point that lies South 00°45'55" West along the section line 1229.36 feet and due East 72.57 feet from the North Quarter Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 78°10'49" East 50.51 feet; thence South 19°56'57" East 426.42 feet; thence southeasterly along a 975.00 foot radius curve to the left, (long chord bears South 22°37'16" East a distance of 90.90 feet), center point lies North 70°03'03" East through a central angle of 05°20'37", a distance of 90.93 feet; thence South 25°17'34" East 840.41 feet; thence southerly along a 1275.00 foot radius curve to the right, (long chord bears South 06°42'03" East a distance of 813.01 feet), center point lies South 64°42'26" West through a central angle of 37°11'02", a distance of 827.45 feet; thence South 11°53'28" West 149.02 feet; thence southerly along a 725.00 foot radius curve to the left, (long chord bears South 01°50'48" West a distance of 252.89 feet), center point lies South 78°06'32" East through a central angle of 20°05'19", a distance of 254.19 feet; thence South 08°11'51" East 128.86 feet; thence southerly along a 2025.00 foot radius curve to the right, (long chord bears South 04°43'19" East a distance of 245.52 feet), center point lies South 81°48'09" West through a central angle of 06°57'04", a distance of 245.67 feet to a point on the sixteenth line; thence South 88°55'48" West along said line 50.00 feet; thence northerly along a 1975.00 foot radius non-tangent curve to the left, (long chord bears North 04°43'27" West a distance of 239.30 feet), center point lies South 88°44'56" West through a central angle of 06°56'48", a distance of 239.45 feet; thence North 08°11'51" West 128.86 feet; thence northerly along a 775.00 foot radius curve to the right, (long chord bears North 01°50'48" East a distance of 270.33 feet), center point lies North 81°48'09" East through a central angle of 20°05'19", a distance of 271.72 feet; thence North 11°53'28" East 149.02 feet; thence northerly along a 1225.00 foot radius curve to the left, (long chord bears North 06°42'03" West a distance of 781.12 feet), center point lies North 78°06'32" West through a central angle of 37°11'02", a distance of 795.00 feet; thence North 25°17'34" West 840.41 feet; thence northwesterly along a 1025.00 foot radius curve to the right, (long chord bears North 22°37'16" West a distance of 95.56 feet), center point lies North 64°42'26" East through a central angle of 05°20'37", a distance of 95.59 feet; thence North 19°56'57" West 433.56 feet the point of beginning.

Containing 147,914 square feet or 3.40 acres.

Less Parcel 3:

Beginning at a point that lies South 00°14'14" West along the section line 528.71 feet and due West 485.96 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 21°02'44" East 55.69 feet; thence South 31°08'58" East

44.85 feet; thence South 38°24'24" East 54.09 feet; thence South 18°53'36" West 64.24 feet; thence South 69°14'32" West 47.08 feet; thence North 56°57'18" West 37.64 feet; thence North 00°20'24" East 64.13 feet; thence North 12°26'41" West 55.69 feet; thence North 17°39'25" West 36.92 feet; thence North 29°45'19" East 38.69 feet; thence North 84°05'47" East 23.32 feet to the point of beginning.

Containing 13,994 square feet or 0.32 acres.

Less Parcel 4:

Beginning at a point that lies South 00°14'14" West along the section line 106.07 feet and due West 953.05 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 22°02'40" East 36.53 feet; thence South 14°24'21" East 61.59 feet; thence South 08°23'47" East 49.71 feet; thence South 13°45'59" West 40.67 feet; thence South 02°58'30" West 62.16 feet; thence South 26°12'34" East 56.61 feet; thence South 12°13'48" West 49.49 feet; thence South 71°12'27" West 40.04 feet; thence North 30°39'40" West 25.30 feet; thence North 10°59'06" West 55.02 feet; thence North 34°00'27" West 41.82 feet; thence North 21°33'55" East 70.21 feet; thence North 08°33'33" West 92.12 feet; thence North 04°54'12" East 58.39 feet; thence North 13°08'22" East 31.09 feet; thence North 87°24'18" East 22.64 feet to the point of beginning.

Containing 19,819 square feet or 0.45 acres.

Legal Description

The Assessment Area is more particularly described as follows:

Beginning at the Southwest Corner of Section 9, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 00°15'28" East along the section line 321.49 feet to the Southeast Corner of Section 8 of said Township and Range; thence South 89°04'48" West along the south line of said Section 1542.58 feet to the East Sixteenth Corner of said section; thence North 00°29'58" East along the sixteenth line 1355.87 feet to the Southeast Sixteenth Corner of said section; thence South 88°55'48" West along the sixteenth line 1081.03 feet; thence North 21°28'02" East 87.11 feet; thence North 27°39'50" East 141.52 feet; thence North 26°27'06" East 128.74 feet; thence North 28°49'43" East 133.97 feet; thence North 11°24'16" East 150.31 feet; thence northerly along a 775.00 foot radius non-tangent curve to the right, (long chord bears North 09°49'07" East a distance of 56.05 feet), center point lies South 82°15'13" East through a central angle of 04°08'41", a distance of 56.06 feet; thence North 11°53'28" East 149.02 feet; thence North 06°51'03" East 141.12 feet; thence North 01°29'19" East 128.45 feet; thence North 07°25'27" West 137.79 feet; thence North 13°18'14" West 149.34 feet; thence South 79°23'05" West 43.03 feet; thence South 40°43'22" West 74.96 feet; thence South 02°17'30" West 66.11 feet; thence South 04°12'26" East 90.09 feet; thence South 06°05'28" East 99.65 feet; thence South 13°14'45" West 69.22 feet; thence South 49°16'47" West 62.78 feet; thence South 14°40'56" West 57.36 feet; thence South 07°35'52" West 139.96 feet; thence South 03°29'46" West 173.40 feet; thence South 19°09'20" West 100.70 feet; thence South 30°00'55" West 108.33 feet; thence South 37°30'15" West 121.58 feet; thence South 16°34'50" West 115.80 feet; thence South 26°02'35" West 66.39 feet; thence South 83°39'45" West 28.05 feet; thence North 65°17'29" West 49.07 feet; thence North 89°35'27" West 69.97 feet; thence South 59°15'54" West 83.21 feet; thence South 20°16'19" West 73.75 feet to a point on the sixteenth line; thence South 88°55'48" West along said line 66.11 feet to the Center South Sixteenth Corner of said section; thence North 00°45'16" East along the south quarter section line 1351.81 feet to the Center Quarter Corner of said Section; thence North 00°45'26" East along the north quarter section line 958.86 feet; thence North 75°22'01" East 247.05 feet to a point on the west right-of-way line of a 60.00 foot wide Utility and Ingress/Egress easement, thence North 19°56'57" West along said line 482.34 feet; thence North 78°10'49" East 496.40 feet; thence North 00°53'51" West 351.97 feet; thence North 00°46'10" West 418.84 feet; thence South 87°40'33" West 531.45 feet to the north quarter section line; thence North 00°45'55" East along the north quarter section line 379.46 feet to the Common Quarter Corner of said Section 8 and Section 5 of said Township and Range; thence North 88°25'47" East along the common line of said Sections, 143.14 feet to said west right-of-way line; thence North 31°11'57" West along said line 167.22 feet; thence North 58°48'03" East 60.00 feet to a point on the east line of said right-of-way; thence North 88°25'52" East 1340.46 feet to a point on the east sixteenth line of said Section 5; thence South 01°10'04" East along the sixteenth line 175.01 feet to the East Sixteenth Corner of said Section 5; thence North 88°25'49" East along the common line of said Sections 66.82 feet to the East Sixteenth Corner of said Section 8; thence North 88°24'51" East along the common line of said Sections 1384.68 feet to the Common Corner of said Section 5 and Section 4 of said Township and Range; thence South 89°38'30" East along the common line of said Sections 133.60 feet to the Common Quarter Corner of said Section 8 and Section 9; thence South 89°38'30" East along the common line of said Sections 200.12 feet; thence South 07°12'06" East 25.34 feet; thence South 42°52'42" West 59.52 feet; thence South 19°14'35" West 46.08 feet; thence South 11°50'56" East 54.15 feet; thence South 24°08'22" East 48.36 feet; thence South 53°11'55" East 51.36 feet; thence North 55°11'55" East 46.40 feet; thence South 76°01'59" East 55.38 feet; thence South 48°39'25" East 172.08 feet; thence South 30°55'27" East 127.93 feet; thence South 87°27'54" East 149.35 feet; thence North 77°32'07" East 80.04 feet;

thence North 37°33'49" East 54.47 feet; thence North 20°49'31" East 94.69 feet; thence North 01°44'56" West 96.87 feet; thence North 13°45'43" West 100.59 feet; thence North 05°10'32" East 98.92 feet; thence North 19°47'26" East 12.09 feet to a point on said common line; thence South 89°38'30" East along said line 1731.36 feet to the North Quarter Corner of said Section 9; thence South 89°38'28" East along the common line of said Sections 1325.77 feet to the East Sixteenth Corner of said Section 9; thence South 00°41'50" East along the sixteenth line 665.41 feet; thence North 89°38'28" West 1325.77 feet to a point on the north quarter section line; thence North 00°41'50" West along said north quarter section line 155.23 feet to the Southeast Corner of Sectional Lot 1; thence North 89°38'37" West along the south line of said Sectional Lot 1 and Sectional Lot 2, 2526.45 feet to the Southwest Corner of said Sectional Lot 2, point being on the common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 848.76 feet to the North Sixteenth Corner of said Section 8; thence South 00°14'14" West along said common line 143.61 feet; thence South 77°46'47" West 41.28 feet; thence North 66°39'53" West 78.87 feet; thence North 44°18'52" West 102.27 feet; thence North 32°14'03" West 94.87 feet; thence North 14°25'18" West 123.16 feet; thence North 02°59'59" West 102.27 feet; thence North 14°39'30" West 100.58 feet; thence North 16°57'21" West 133.82 feet; thence North 69°58'30" West 67.21 feet; thence North 38°46'38" West 41.31 feet; thence South 65°54'44" West 30.74 feet; thence South 03°48'56" West 54.98 feet; thence South 22°34'57" East 117.51 feet; thence South 04°12'26" West 83.12 feet; thence South 01°39'40" East 84.15 feet; thence South 19°59'27" East 85.62 feet; thence South 18°08'42" East 74.41 feet; thence South 35°00'12" East 89.30 feet; thence South 14°02'31" East 90.48 feet; thence South 44°21'12" East 75.02 feet; thence South 49°55'29" East 89.29 feet; thence South 57°40'50" East 114.01 feet; thence South 75°16'03" East 63.83 feet; thence South 79°52'46" East 9.57 feet to said common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 1048.18 feet to the East Quarter Corner of said Section 8; thence South 88°45'29" West along the east quart line 1530.46 feet to the Center East Sixteenth Corner of said Section 8; thence South 00°30'45" West along the sixteenth line 1356.00 feet to the Southeast Sixteenth Corner of said Section 8; thence North 88°54'55" East along the sixteenth line 1536.69 feet to the South Sixteenth Corner of said Section 8, point being on the common section line of said Section 8 and Section 9; thence South 00°14'55" West along said common line 369.56 feet to the South Sixteenth Corner of said Section 9; thence South 89°40'56" East along the sixteenth line 1345.53 feet to the Southwest Sixteenth Corner of said Section 9; thence South 00°15'00" West along the sixteenth line 1312.03 feet West Sixteenth Corner of said Section 9; thence North 89°41'06" West along the south line of said Section 9, 1345.49 feet to the point of beginning.

Containing 15,512,322 square feet or 356.11 acres.

Less and excepting the following parcels:

Less Parcel 1:

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South 00°45'55" West 193.96 feet; thence South 87°40'33" West 50.07 feet to a point on the quarter section line; thence North 00°45'55" East along said line 196.66 feet; thence northeasterly along a 175.00 foot radius curve to the right, (long chord bears North 27°21'01" East a distance of 156.64 feet), center point lies South 89°14'05" East through a central angle of 53°10'14", a distance of 162.40 feet; thence North 53°56'08" East 16.63 feet; thence northerly along a 20.00 foot radius curve to the left, (long chord bears North 10°06'54" East a distance of 27.70 feet), center point lies North 36°03'52" West through a central angle of 87°38'29", a distance of 30.59 feet; thence North 33°31'01" West 10.62 feet to the point of beginning.

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Less Parcel 3:

Beginning at a point that lies South 00°14'14" West along the section line 528.71 feet and due West 485.96 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 21°02'44" East 55.69 feet; thence South 31°08'58" East 44.85 feet; thence South 38°24'24" East 54.09 feet; thence South 18°53'36" West 64.24 feet; thence

South 69°14'32" West 47.08 feet; thence North 56°57'18" West 37.64 feet; thence North 00°20'24" East 64.13 feet; thence North 12°26'41" West 55.69 feet; thence North 17°39'25" West 36.92 feet; thence North 29°45'19" East 38.69 feet; thence North 84°05'47" East 23.32 feet to the point of beginning.

Containing 13,994 square feet or 0.32 acres.

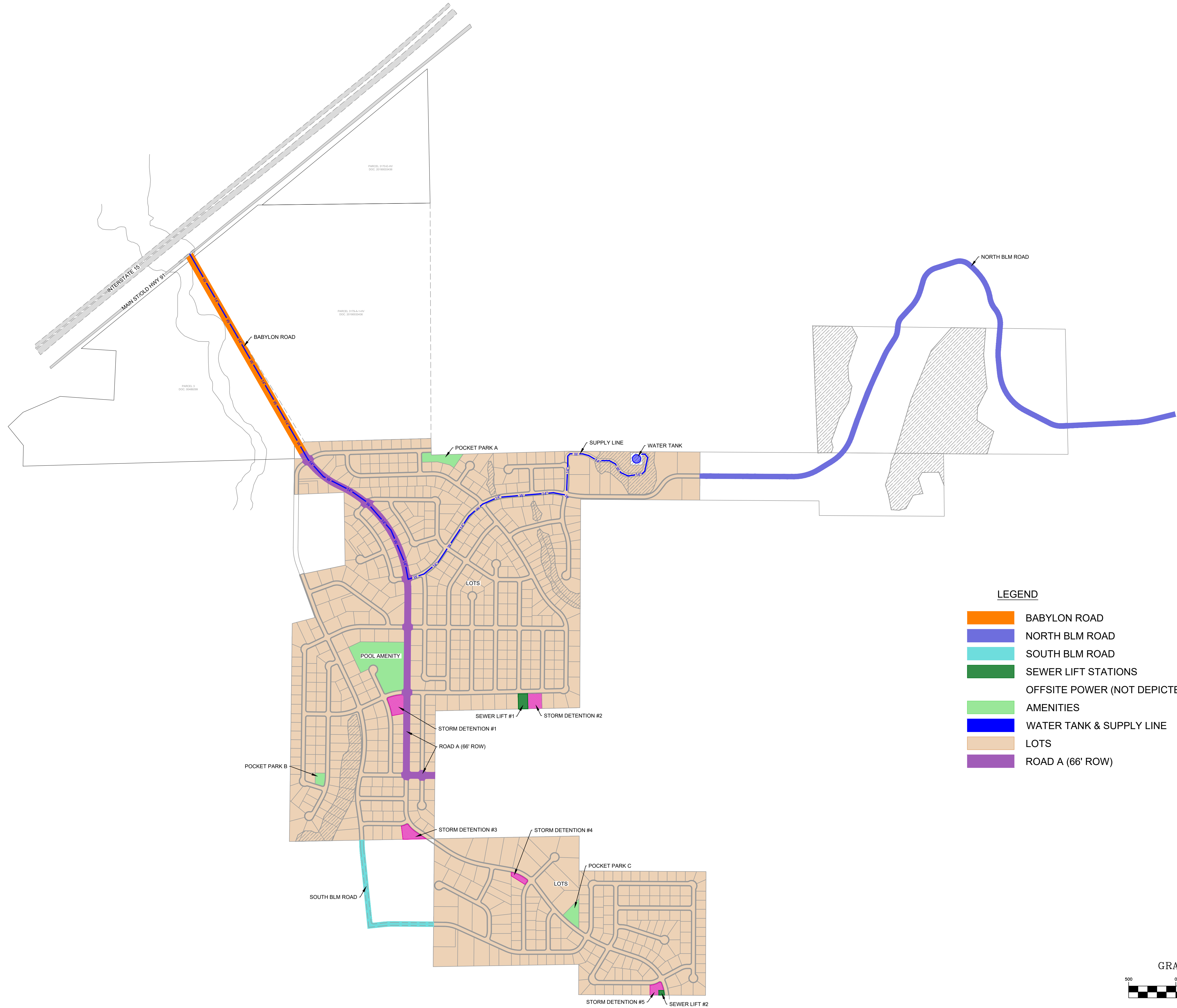
Less Parcel 4:

Beginning at a point that lies South 00°14'14" West along the section line 106.07 feet and due West 953.05 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 22°02'40" East 36.53 feet; thence South 14°24'21" East 61.59 feet; thence South 08°23'47" East 49.71 feet; thence South 13°45'59" West 40.67 feet; thence South 02°58'30" West 62.16 feet; thence South 26°12'34" East 56.61 feet; thence South 12°13'48" West 49.49 feet; thence South 71°12'27" West 40.04 feet; thence North 30°39'40" West 25.30 feet; thence North 10°59'06" West 55.02 feet; thence North 34°00'27" West 41.82 feet; thence North 21°33'55" East 70.21 feet; thence North 08°33'33" West 92.12 feet; thence North 04°54'12" East 58.39 feet; thence North 13°08'22" East 31.09 feet; thence North 87°24'18" East 22.64 feet to the point of beginning.

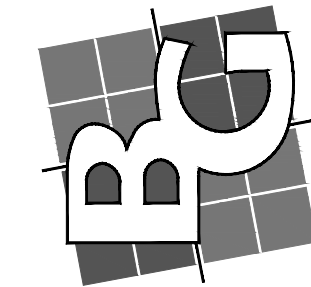
Containing 19,819 square feet or 0.45 acres.

EXHIBIT C

MAP AND DEPICTION OF BOUNDARY OF THE ASSESSMENT AREA



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: JUNE 2024
DRAWN: CEW
APPROVED: WEM
SCALE: 1" = 500'
JOB NO. 231232

GRAPEVINE WASH COST ESTIMATE
COLOR EXHIBIT
AT LEEDS, UTAH

SHEET 1 OF 1 SHEETS
FILE: COST ESTIMATE COLOR EXHIBIT

EXHIBIT D

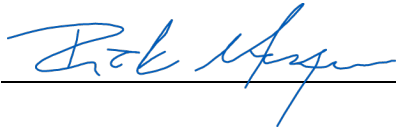
CERTIFICATE OF PROJECT ENGINEER

CERTIFICATE OF PROJECT ENGINEER

The undersigned project engineer for the Grapevine Wash Assessment Area No. 1 (the "Assessment Area") hereby certifies as follows:

1. I am a professional engineer engaged to provide the Grapevine Wash Basic Local District necessary engineering services to determine unit quantities based on the current design benefitting property within the Assessment Area.

2. The estimated costs of the improvements provided by the contractor to be acquired, constructed and/or installed benefitting property within the Assessment Area are set forth in the attachment hereto. Said estimated costs are based on unit quantities of needed improvements and pricing provided by the contractor for the type and location of said proposed improvements as of the date hereof. The proposed improvements have a weighted average useful life of not less than fifty (50) years, assuming regular maintenance is performed.

By: 

Date: June 12, 2024

